

**AGENDA OF A REGULAR MEETING - NATIONAL CITY CITY COUNCIL/
COMMUNITY DEVELOPMENT COMMISSION – HOUSING AUTHORITY OF
THE CITY OF NATIONAL CITY**



**COUNCIL CHAMBERS
CIVIC CENTER
1243 NATIONAL CITY BOULEVARD
NATIONAL CITY, CALIFORNIA
TUESDAY, AUGUST 16, 2016 – 6:00 PM**

RON MORRISON
Mayor

JERRY CANO
Vice Mayor

ALBERT MENDIVIL
Councilmember

MONA RIOS
Councilmember

ALEJANDRA SOTELO-SOLIS
Councilmember

ORDER OF BUSINESS: Public sessions of all Regular Meetings of the City Council / Community Development Commission - Housing Authority (hereafter referred to as Elected Body) begin at 6:00 p.m. on the first and third Tuesday of each month. Public Hearings begin at 6:00 p.m. unless otherwise noted. Closed Sessions begin at 5:00 p.m. or such other time as noted. If a workshop is scheduled, the subject and time of the workshop will appear on the agenda. The Mayor and Council members also sit as the Chairperson and Members of the Board of the Community Development Commission (CDC).

REPORTS: All open session agenda items and reports as well as all documents and writings distributed to the Elected Body less than 72 hours prior to the meeting, are available for review at the entry to the Council Chambers. Regular Meetings of the Elected Body are webcast and archived on the City's website www.nationalcityca.gov.

PUBLIC COMMENTS: Prior to the Business portion of the agenda, the Elected Body will receive public comments regarding any matters within the jurisdiction of the City and/or the Community Development Commission. Members of the public may also address any item on the agenda at the time the item is considered by the Elected Body. Persons who wish to address the Elected Body are requested to fill out a "Request to Speak" form available at the entrance to the City Council Chambers, and turn in the completed form to the City Clerk. The Mayor or Chairperson will separately call for testimony of those persons who have turned in a "Request to Speak" form. If you wish to speak, please step to the podium at the appropriate time and state your name and address (optional) for the record. The time limit established for public testimony is three minutes per speaker unless a different time limit is announced. Speakers are encouraged to be brief. The Mayor or Chairperson may limit the length of comments due to the number of persons wishing to speak or if comments become repetitious or irrelevant.

**1243 National City Blvd.
National City
619-336-4240**

**Meeting agendas and
minutes available on web**

WWW.NATIONALCITYCA.GOV

WRITTEN AGENDA: With limited exceptions, the Elected Body may take action only upon items appearing on the written agenda. Items not appearing on the agenda must be brought back on a subsequent agenda unless they are of a demonstrated emergency or urgent nature, and the need to take action on such items arose after the agenda was posted.

CONSENT CALENDAR: Consent calendar items involve matters which are of a routine or noncontroversial nature. All consent items are adopted by approval of a single motion by the City Council. Prior to such approval, any item may be removed from the consent portion of

the agenda and separately considered, upon request of a Councilmember, a staff member, or a member of the public.

Upon request, this agenda can be made available in appropriate alternative formats to persons with a disability in compliance with the Americans with Disabilities Act. Please contact the City Clerk's Office at (619) 336-4228 to request a disability-related modification or accommodation. Notification 24-hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting.

Spanish audio interpretation is provided during Elected Body Meetings. Audio headphones are available in the lobby at the beginning of the meeting.

Audio interpretación en español se proporciona durante sesiones del Consejo Municipal. Los audífonos están disponibles en el pasillo al principio de la junta.

COUNCIL REQUESTS THAT ALL CELL PHONES AND PAGERS BE TURNED OFF DURING CITY COUNCIL MEETINGS.

OPEN TO THE PUBLIC

A. CITY COUNCIL

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE TO THE FLAG

PUBLIC COMMENTS (THREE-MINUTE TIME LIMIT)

PROCLAMATIONS

AWARDS AND RECOGNITIONS

PRESENTATIONS

1. Recognition of outgoing Student Council Representative, Reah Sahagun and introduction of incoming Student Council Representative, Jose Estrada.
2. [Farewell to Miss National City and Court 2015 and Introduction of Miss National City and Court 2016. \(Community Services\)](#)
3. [Equinox Project's 2016 San Diego Regional Quality of Life Dashboard - Stephen Heverly, Senior Project Manager, Equinox Project](#)
4. [Report to Council - 6th Annual "Career Pathways to Success" Job Fair \(Jacqueline Reynoso, President National City Chamber of Commerce and Diane Rose, Executive Director South County Career Center\)](#)

INTERVIEWS / APPOINTMENTS

CONSENT CALENDAR

5. [Motion of the City Council of the City of National City approving the waiving of the reading of the text of the Ordinances considered at this meeting and providing that such Ordinances shall be introduced and/or adopted after a reading of the title only. \(City Clerk\)](#)
6. Approval of the Minutes of the Regular Meeting of the City Council and Community Development Commission - Housing Authority of the City of National City of _____. (City Clerk)

7. [Resolution of the City Council of the City of National City waiving the bid process for the sole source purchase of five \(5\) ZOLL X Series® Manual Monitor/Defibrillators with accessories from ZOLL Medical Corporation in the amount of \\$89,463.40 to be added to the \\$80,490.00 from RCCP/AMR totaling \\$169,953.40. \(Fire\)](#)
8. [Resolution of the City Council of the City of National City ratifying the acceptance of \\$18,000 grant from the California Library Literacy Services \(CLLS\) to fund the Librarys literacy services for FY2016-17; and authorizing the establishment of fund appropriations and a corresponding revenue budget. \(Library\)](#)
9. [Resolution of the City Council of the City of National City approving a Side Letter Agreement to Article 12 of the Memorandum of Understanding \(MOU\) between the City and the National City Police Officers Association, Education/POST Certificate Incentive Pay. \(Human Resources\)](#)
10. [Resolution of the City Council of the City of National City, 1\) awarding a contract to Portillo Concrete, Inc. in the not-to-exceed amount of \\$2,496,925 for the Sewer Line Replacement and Upsizing Project, CIP No. 16-05; 2\) authorizing a 15% contingency in the amount of \\$374,538.75 for any unforeseen changes; 3\) authorizing the Mayor to execute the contract; and 4\) authorizing the appropriation of \\$1,500,000 in the Sewer Upsizing CIP account from Sewer Service Fund balance. \(Engineering/Public Works\)](#)
11. [Resolution of the City Council of the City of National City authorizing the installation of 40 feet of red curb No Parking along the west side of Euclid Avenue immediately north of the commercial driveway to National City Plaza Shopping Center, located at 2323 E. Division Street, to enhance visibility for drivers exiting the shopping center. \(TSC No. 2016-03\) \(Engineering/Public Works\)](#)
12. [Resolution of the City Council of the City of National City authorizing the installation of a blue curb handicap parking space with sign in front of the residence at 624 E. 3rd Street \(TSC No. 2016-05\). \(Engineering/Public Works\)](#)
13. [Warrant Register #1 for the period of 06/29/16 through 07/05/16 in the amount of \\$2,860,739.05. \(Finance\)](#)
14. [Warrant Register #2 for the period of 07/06/16 through 07/12/16 in the amount of \\$232,627.99. \(Finance\)](#)
15. [Warrant Register #3 for the period of 07/13/16 through 07/19/16 in the amount of \\$3,498,058.40. \(Finance\)](#)

PUBLIC HEARINGS

16. [Public Hearing – Conditional Use Permit for beer and wine sales at Gama Produce located at 1605 East 4th Street. \(Applicant: Susana Maza\) \(Case File 2015-28 CUP\) \(Planning\)](#)

ORDINANCES FOR INTRODUCTION

ORDINANCES FOR ADOPTION

NON CONSENT RESOLUTIONS

17. Resolution of the City Council of the City of National City approving the Final Audit Report for the Morgan Square Business Improvement District for the period from January 1, 2008 through and including June 30, 2014. (Planning)
18. [Resolution of the City Council of the City of National City approving a Conditional Use Permit for a craft beer tasting room \(Novo Brazil\) at 27 & 41 East 8th Street. \(Applicant: Joshua Renner\) \(Case File 2016-12 CUP\) \(Planning\)](#)
19. [Resolution of the City Council of the City of National City Authorization the Execution of an Order of Vacation of 250 feet of "A" Avenue located south of East 28th Street and north of East 29th Street. \(Applicant: Frank Motors\) \(Case File No. 2013-23 SC\) \(Planning\)](#)
20. [Resolution of the City Council of the City of National City reducing the property tax rate for the Library General Obligation Bonds for Fiscal Year 2017 from 0.92 cents per \\$100 of assessed valuation to 0.88 cents. \(Finance\)](#)
21. [Resolution of the City Council of the City of National City approving a real property Purchase and Sale Agreement and Joint Escrow Instructions for the sale of a 1.07-acre parcel of vacant land located at 1640 East Plaza Boulevard in National City to Palm Plaza Associates, LLC. \(Housing and Economic Development\)](#)
22. [Resolution of the City Council of the City of National City awarding and authorizing Mayor to execute tow provider contracts to the top two ranked providers: Road One Towing and Angelo's Towing. Contract term: October 1, 2016 – September 30, 2018. \(Police\)](#)

NEW BUSINESS

23. [Temporary Use Permit – Pumpkin Station hosted by Pinery Christmas Trees, Inc. at Westfield Plaza Bonita Mall from September 23, 2016 thru October 31, 2016 with no waiver of fees. \(Neighborhood Services\)](#)

24. [City Council direction regarding parking options for El Toyon Park parking lot. \(Engineering/Public Works\)](#)

B. COMMUNITY DEVELOPMENT COMMISSION-HOUSING AUTHORITY

PUBLIC HEARINGS- HOUSING AUTHORITY

CONSENT RESOLUTIONS- HOUSING AUTHORITY

NON CONSENT RESOLUTIONS- HOUSING AUTHORITY

NEW BUSINESS- HOUSING AUTHORITY

C. REPORTS

STAFF REPORTS

MAYOR AND CITY COUNCIL

CLOSED SESSION REPORT

ADJOURNMENT

Regular Meeting of the City Council and Community Development Commission - Housing Authority of the City of National City - Tuesday - September 6, 2016 - 6:00 p.m. - Council Chambers - National City, California.

The following page(s) contain the backup material for Agenda Item: Farewell to Miss National City and Court 2015 and Introduction of Miss National City and Court 2016. (Community Services)

ITEM #

8/16/16

**FAREWELL TO MISS NATIONAL CITY
AND COURT 2015 AND
INTRODUCTION OF MISS NATIONAL
CITY AND COURT 2016**

(Community Services)

The following page(s) contain the backup material for Agenda Item: Equinox Project's 2016 San Diego Regional Quality of Life Dashboard - Stephen Heverly, Senior Project Manager, Equinox Project

ITEM #
8-16-16

**EQUINOX PROJECT'S 2016 SAN DIEGO
REGIONAL QUALITY OF LIFE DASHBOARD
STEPHEN HEVERLY, SENIOR PROJECT
MANAGER, EQUINOX PROJECT**

San Diego Regional Quality of Life Dashboard

National City City Council

August 16, 2016

Stephen Heverly, Senior Project Manager

The New *Equinox Project*

Center for Sustainable Energy Unites with Equinox Center

Wednesday, January 27, 2016



Newly formed Equinox Project will enhance and expand quality of life research and analysis

CSE has announced a merger with the San Diego-based nonprofit Equinox Center. The union officially creates the **Equinox Project**, an initiative to be directed by CSE to enhance and expand the work of the former Equinox Center, which focused on environmental, economic and civic affairs in the region.

EQUINOX • PROJECT

An initiative of



Center for
Sustainable Energy®



@EquinoxProject



facebook

12 of 296

TheEquinoxProject



Center for
Sustainable Energy®

What Gets Measured, Gets Managed Better

The Equinox Project's principal publication, *The San Diego Regional Quality of Life Dashboard* presents a comprehensive view of environmental and economic indicators aimed at advancing development of intelligent policy in the region.

What we do

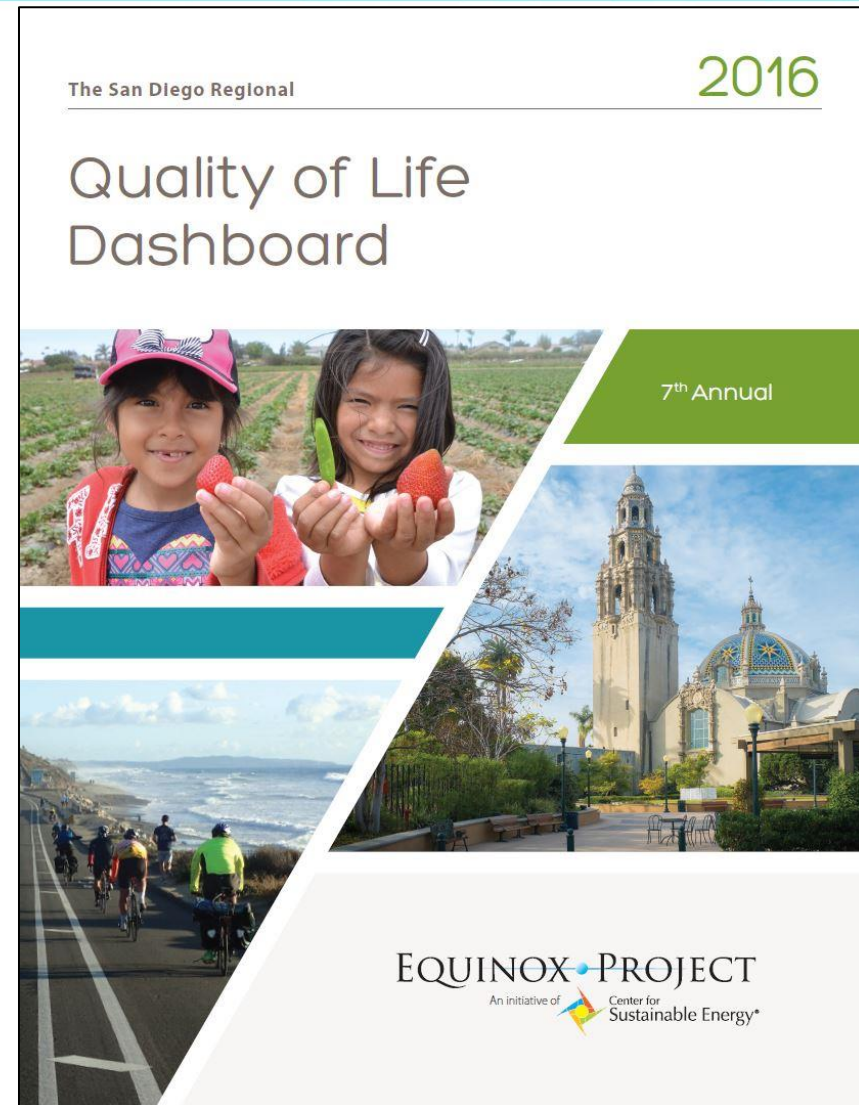
- Inspire
- Inform
- Engage

Why we do it
















- Protect our environment
- Promote a strong economy
- Enhance quality of life

How we do it

- Policy research
- Outreach & advocacy
- Civic engagement



2016 Indicators

4		Air Quality Unhealthy Air Quality Days	24		Transportation Transportation Choices
6		Border Region Cross-Border Economic and Environmental Metrics	26		Transportation Vehicle Miles Traveled
8		Climate Change Climate Emissions, Action Planning and Sea Level Rise	28		Waste Landfill Waste Disposal
10		Economy Employment Metrics	30		Water Water Use
12		Economy Entrepreneurship	32		Water Beach Closures and Advisories
14		Energy Renewable Energy			
16		Energy Residential Electricity Consumption			
18		Housing Housing Affordability			
20		Land Use Park Access			
22		Transportation Electric Vehicle Sales and Infrastructure			

-  Improved >1% from the previous year
-  Improved <1% from the previous year
-  Worsened <1% from the previous year
-  Worsened >1% from the previous year
-  Neutral or no data from the previous year

Key Findings

Regional Topics

- Economy
- Renewable Energy

Local National City Topics

- Air Quality - Asthma
- Land Use – Park Access
- Electric Vehicles
- Waste
- Water Consumption



Venture capital and new high-tech and life science startups boosted the economy in 2015, but wages are growing slowly. p. 12



San Diego's energy sources are getting cleaner, with more renewable energy coming from the region's utility and local rooftop solar systems. p. 14



New data tracking electric vehicle sales and infrastructure development shows California in the lead to decarbonize transportation. p. 22



San Diego County continues to throw away the most trash compared to other major counties in California. p. 28



Top-down drought restrictions and limits on water supplies allocated to the region slowed consumption of water. p. 30

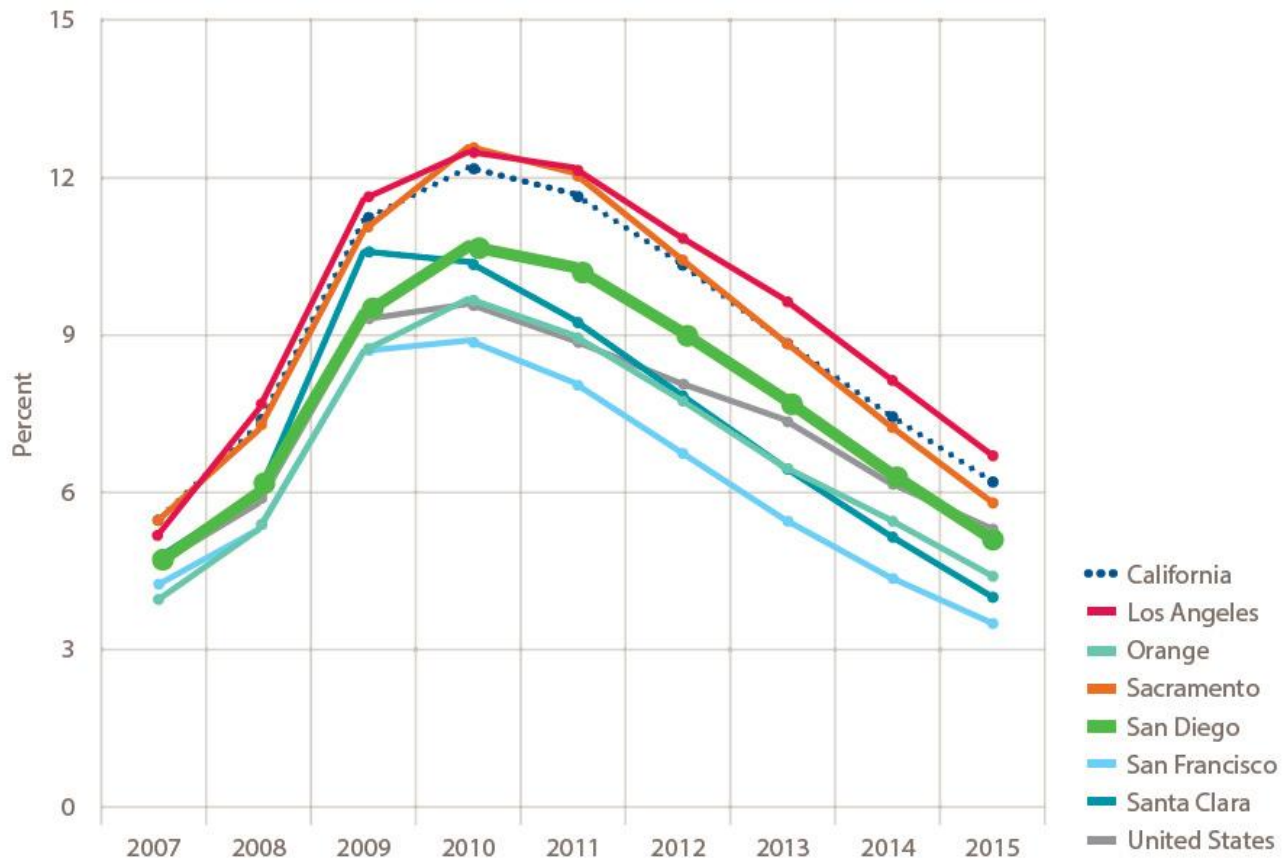


What's your key indicator? Connect with the Equinox Project social networks on Facebook and Twitter to let us know.

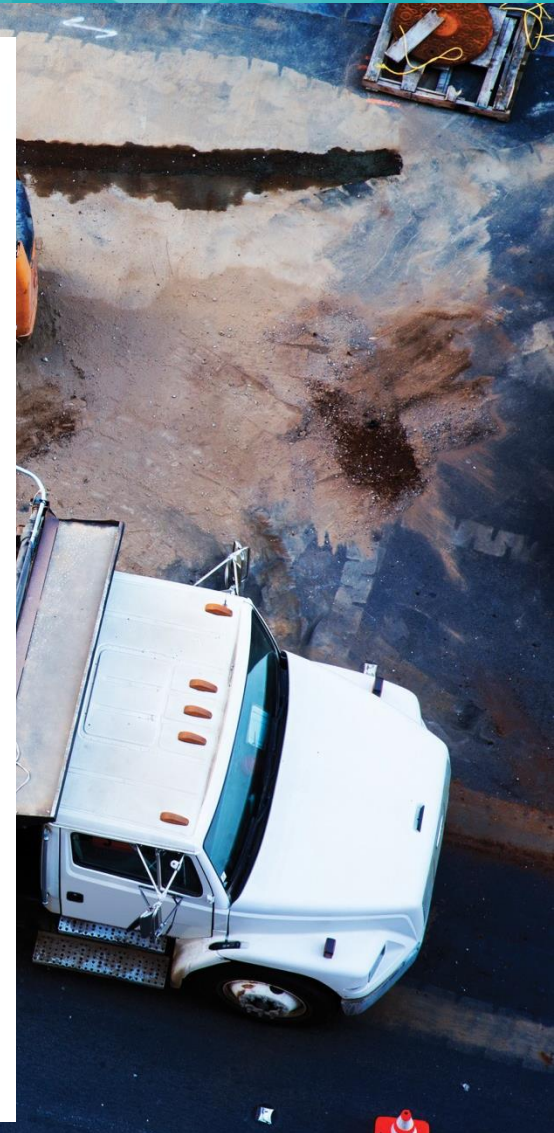
Regional Economy

Unemployment Rate

(Not seasonally adjusted, select counties vs. state & national averages, 2007-2015)



Data Sources: Equinox Project, 2016; U.S. Bureau of Labor Statistics, 2016



@EquinoxProject



facebook

16 of 296

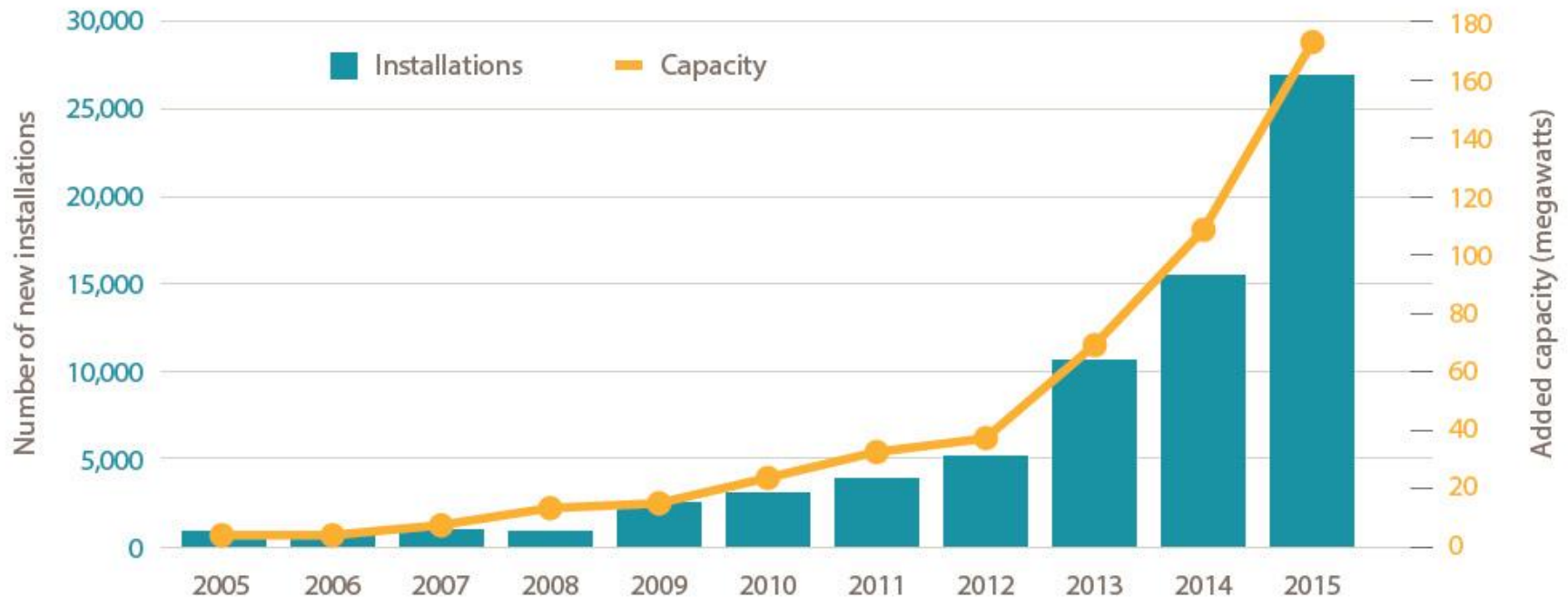
TheEquinoxProject



Center for
Sustainable Energy

Regional Renewable Energy

Growth in Distributed Solar Installations and Capacity
(SDG&E Service Territory, 2005-2015)



Data Sources: Equinox Project, 2016; California Solar Statistics, 2016

Regional Renewable Energy

Renewable Energy as a Percentage of SDG&E Sales (2014)



Data Sources: Equinox Project, 2016; San Diego Gas & Electric, 2015; California Public Utilities Commission, 2015



@EquinoxProject



facebook

18 of 296

TheEquinoxProject



Center for
Sustainable Energy

Local Air Quality

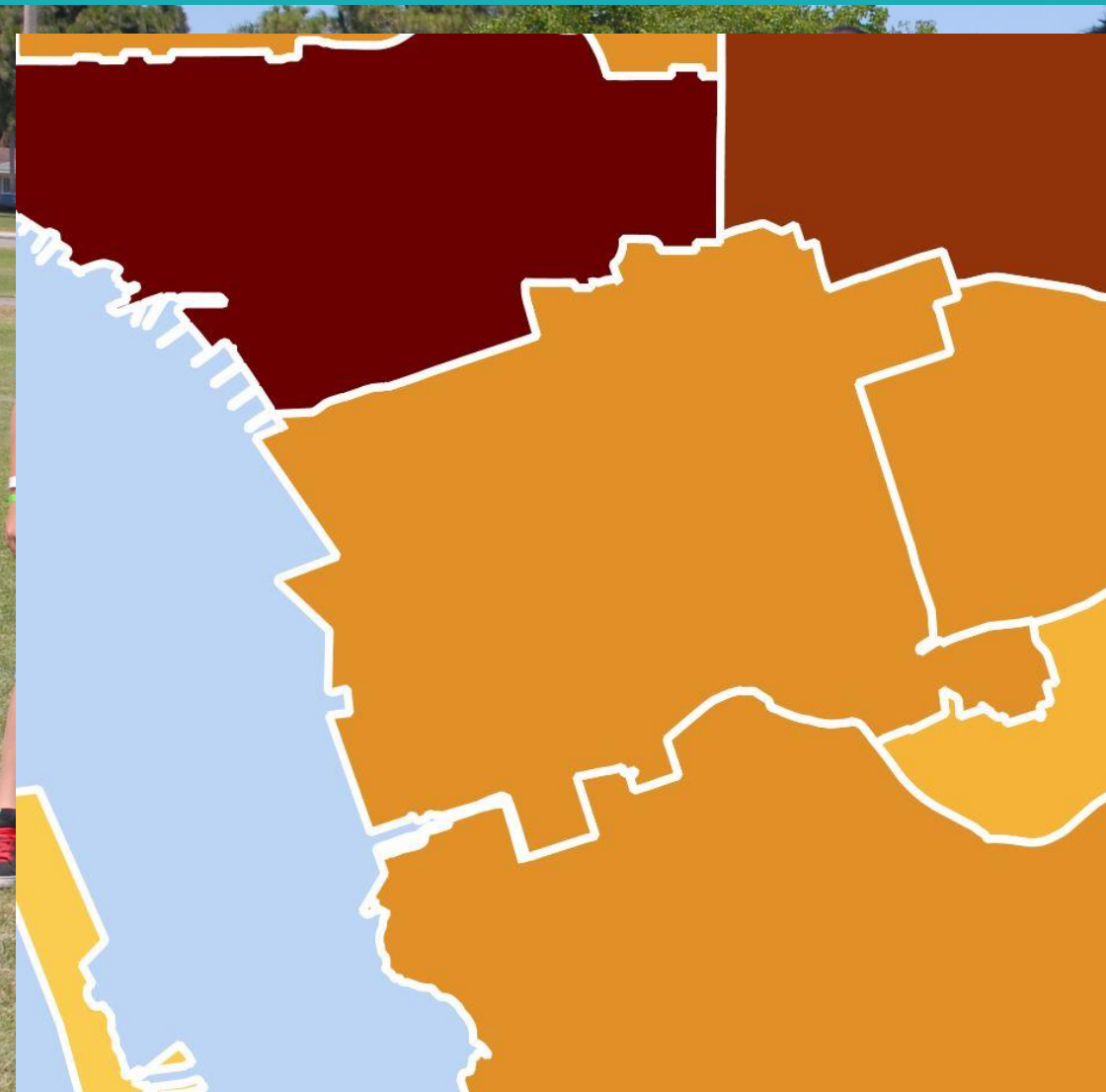


Photo credit: Port of San Diego



@EquinoxProject



facebook

19 of 296

TheEquinoxProject



Center for
Sustainable Energy

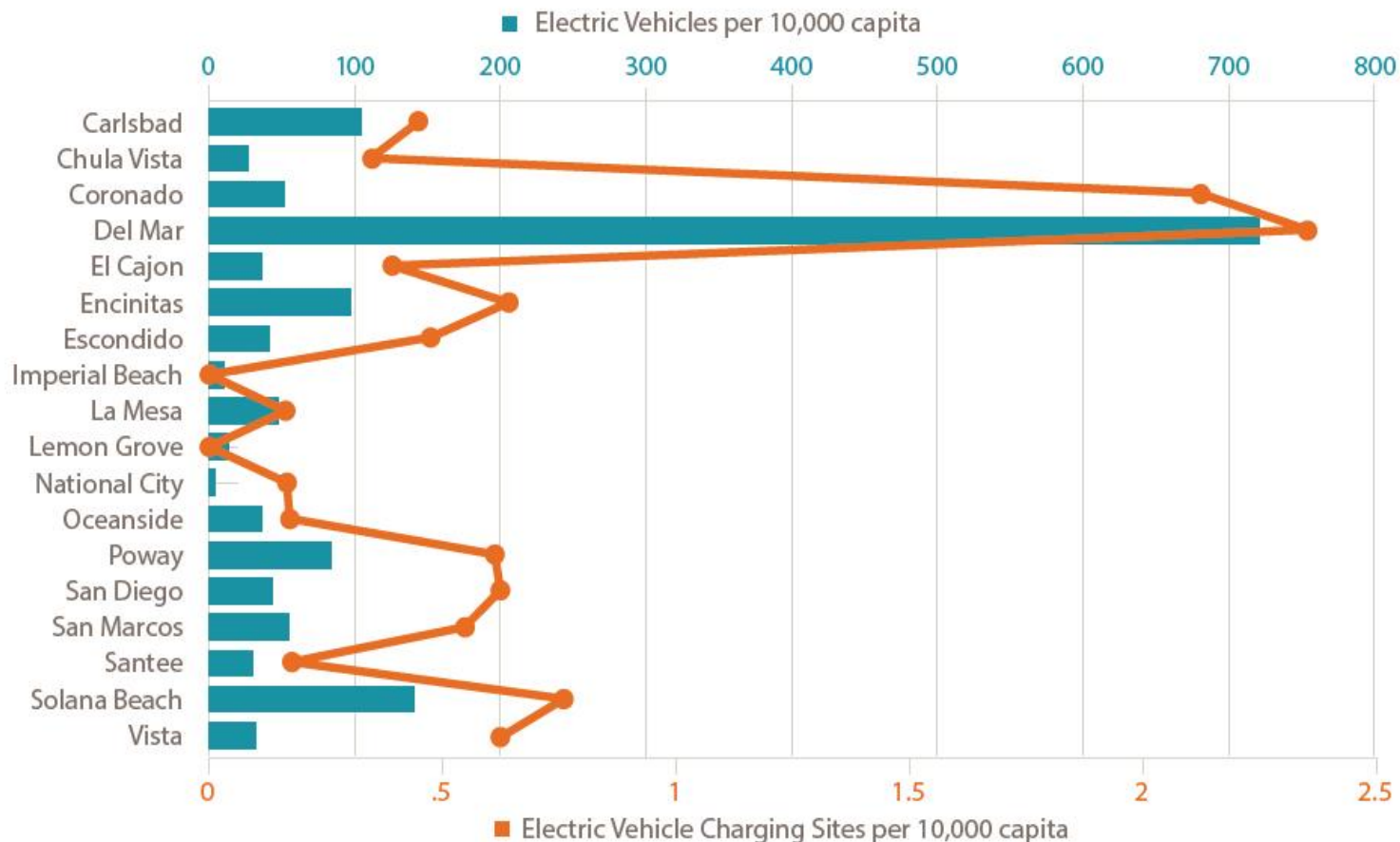
Local Land Use



Local Electric Vehicles & Infrastructure



Number of Electric Vehicles and Charging Sites per 10,000 capita
(San Diego County jurisdictions, 2015)

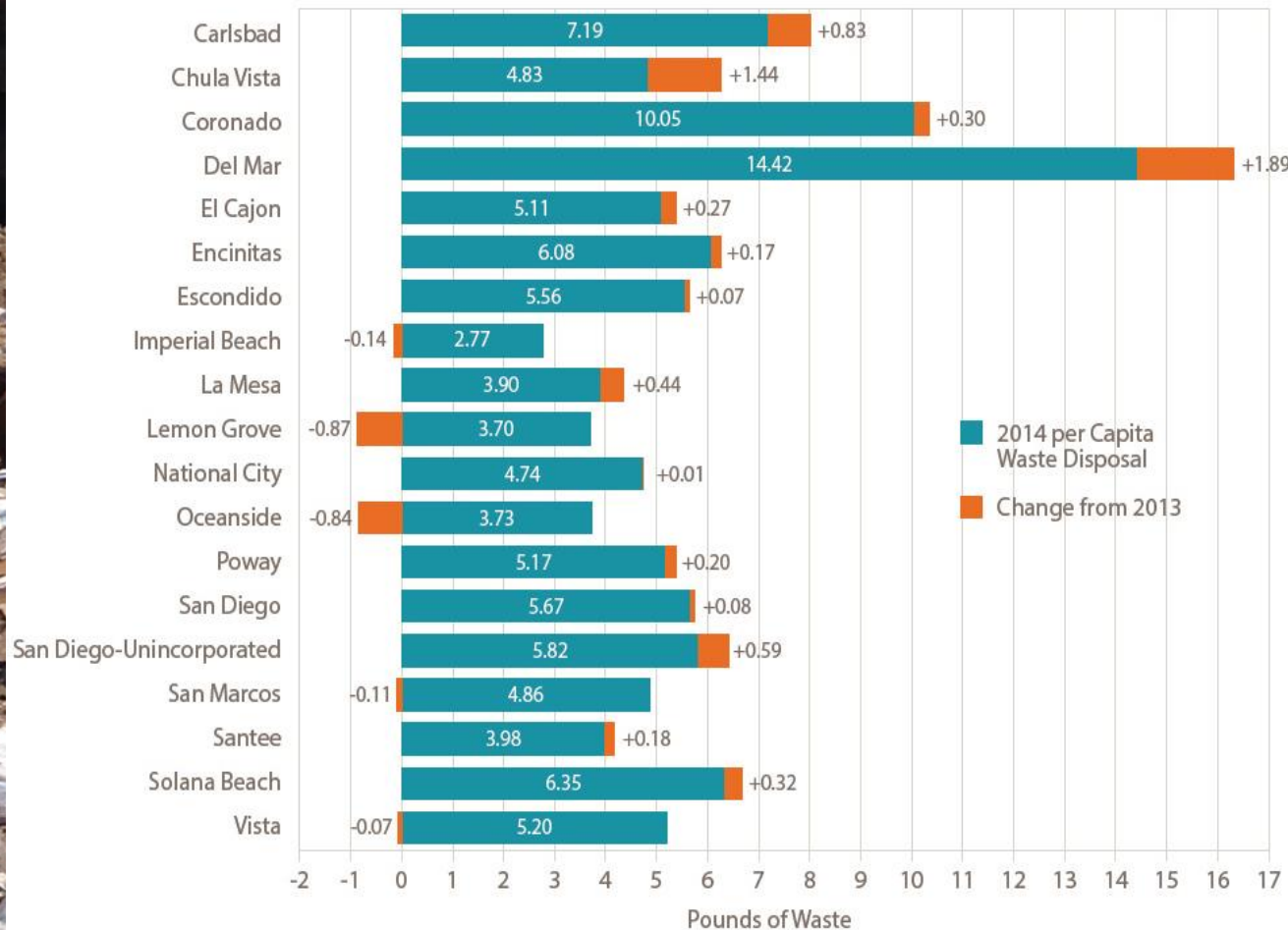


Data Sources: Equinox Project, 2016; Clean Vehicle Rebate Project, 2016; U.S. Department of Energy, 2016; California Department of Finance, 2016



Local Waste Generation

Daily Waste Disposal per Capita (San Diego County jurisdictions, 2013-2014)

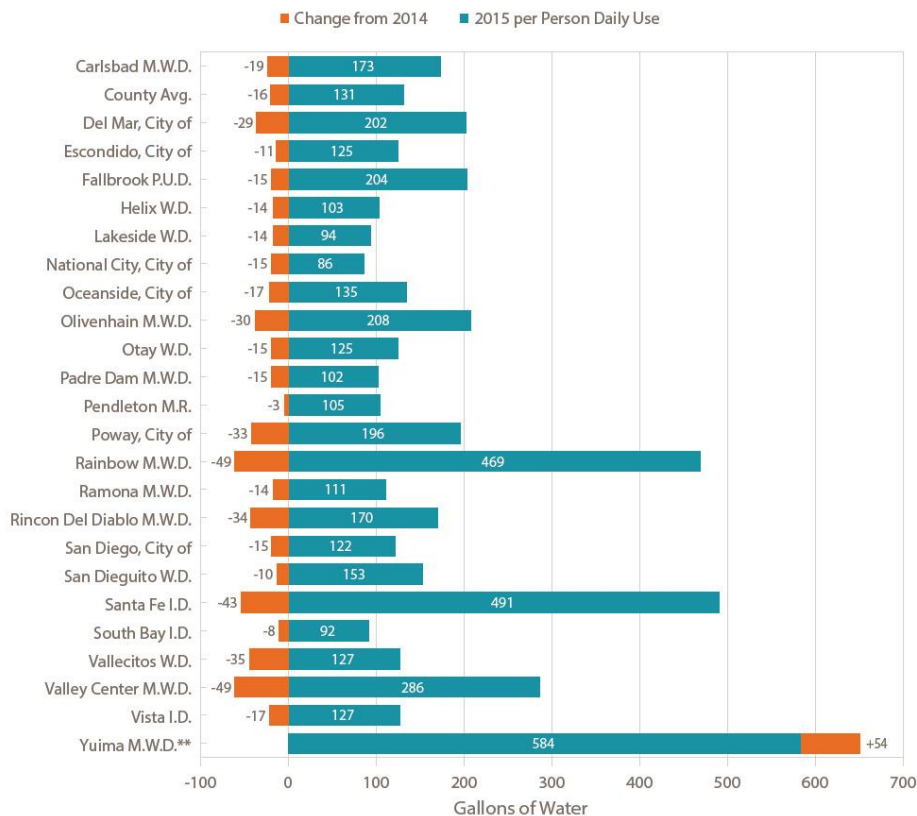


Data Sources: Equinox Project, 2016; CalRecycle, 2016; California Department of Finance, 2015



Local Water Consumption

Estimated Daily Municipal & Industrial Water Use per Capita* (SDCWA member agencies, FY 2015 vs. change from 2014)



*Includes non-certified agricultural water use and/or agricultural water use served by local water

**Yuima M.W.D. increase in municipal and industrial GPCPD attributable to a decreased proportion of Special Agricultural Water Rate (SAWR) supply to total potable use in FY 2015

Data Sources: Equinox Project, 2016; San Diego County Water Authority and Member Agencies, 2016



@EquinoxProject



facebook

23 of 296

TheEquinoxProject



Center for
Sustainable Energy

Thank You

Send your #SDQoL indicator ideas out to the world!



@EquinoxProject



facebook.com/TheEquinoxProject

Stephen Heverly, Senior Project Manager

858-429-5143

stephen.heverly@energycenter.org

We work nationally in the clean energy industry and are always open to exploring partnership opportunities.

The following page(s) contain the backup material for Agenda Item: Report to Council - 6th Annual "Career Pathways to Success" Job Fair (Jacqueline Reynoso, President National City Chamber of Commerce and Diane Rose, Executive Director South County Career Center)

**ITEM #
8-16-16**

**REPORT TO COUNCIL
6TH ANNUAL “CAREER PATHWAYS TO
SUCCESS” JOB FAIR**

**JACQUELINE REYNOSO
PRESIDENT NATIONAL CITY CHAMBER OF COMMERCE
and
DIANE ROSE
EXECUTIVE DIRECTOR, SOUTH COUNTY CAREER CENTER**

The following page(s) contain the backup material for Agenda Item: Motion of the City Council of the City of National City approving the waiving of the reading of the text of the Ordinances considered at this meeting and providing that such Ordinances shall be introduced and/or adopted after a reading of the title only. (City Clerk)

ITEM #

8-16-16

**MOTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY
APPROVING THE WAIVING OF THE READING OF THE TEXT OF THE
ORDINANCES CONSIDERED AT THIS MEETING AND PROVIDING
THAT SUCH ORDINANCES SHALL BE INTRODUCED AND/OR
ADOPTED AFTER A READING OF THE TITLE ONLY.**

(CITY CLERK)

The following page(s) contain the backup material for Agenda Item: Resolution of the City Council of the City of National City waiving the bid process for the sole source purchase of five (5) ZOLL X Series® Manual Monitor/Defibrillators with accessories from ZOLL Medical Corporation in the amount of \$89,463.40 to be adde

**CITY OF NATIONAL CITY, CALIFORNIA
COUNCIL AGENDA STATEMENT**

MEETING DATE: August 16, 2016

AGENDA ITEM NO. |

ITEM TITLE:

Resolution of the City Council of the City of National City waiving the bid process for the sole source purchase of five (5) ZOLL X Series® Manual Monitor/Defibrillators with accessories from ZOLL Medical Corporation in the amount of \$89,463.40 to be added to the \$80,490.00 from RCCP/AMR totaling \$169,953.40. (Fire)

PREPARED BY: Frank Parra

PHONE: 619-336-4551

DEPARTMENT: Fire

APPROVED BY: 

EXPLANATION:

The Agreement between the City and American Medical Response (approved on June 20, 2006) provides Franchise Fee funds for the purchase of equipment to be used exclusively for emergency medical services. The monitor/defibrillators currently in-service are in need of upgrade and replacement. NCFD wishes to purchase five (5) ZOLL X Series® Monitor/Defibrillators with accessories for enhanced clinical capacity such as see through CPR and voice recording.

It is requested that the City Council waive the formal bidding requirements as allowed in Municipal Code Chapter 2.60.220(B) where a commodity can be obtained from only one source. NCFD would like to continue to use the ZOLL monitor exclusively as it continues to be the monitor/defibrillator used by our transporting Paramedics and our Fire partners at Chula Vista Fire; by using the same monitor/defibrillator we promote continuity of care, ease of training and the ability to exchange equipment on a one for one basis. It is in the City's best interest to buy five (5) X Series® Manual Monitor/Defibrillators with accessories from ZOLL Medical Corporation. The total cost for the equipment is \$169,953.40 of which RCCP/AMR will pay \$80,490.00 toward the purchase and the City will pay \$89,463.40.

FINANCIAL STATEMENT:

ACCOUNT NO. 001-412-125-521-0000 – Firefighting Accessories

Use budgeted funds of \$89,463.40.

APPROVED: 

Finance

APPROVED: _____

MIS

ENVIRONMENTAL REVIEW:

ORDINANCE: INTRODUCTION: ☐

FINAL ADOPTION: ☐

STAFF RECOMMENDATION:

Approve the Resolution.

BOARD / COMMISSION RECOMMENDATION:

ATTACHMENTS:

Quotation from ZOLL Medical Corporation
Sole Source Letter from ZOLL Medical Corporation
Resolution

ZOLL

ZOLL Medical Corporation GPO
PO Box 27028
NEW YORK NY 10087-7028

MANUAL INVOICE

113028-1

19-JUL-16

1 OF 1

Attn: Accounts Payable
NATIONAL CITY FIRE DEPT
1243 NATIONAL CITY BLVD
NATIONAL CITY CA 91950
ATTN:FRANK PARRA

NATIONAL CITY FIRE DEPT
1243 NATIONAL CITY BLVD
NATIONAL CITY CA 91950

113028

NET 30 DAYS

PROPHET, CATHERINE

UPS

1 X SERIES MONITORS AND ACCESSORIES	601-2431011-01	5	176,912.95
2 ZOLL E SERIES TRADE ALLOWANCE	5001-9928	4	-22,332.72
3 ESTIMATED TAX 9%			15,373.17
4 TOTAL			169,953.40

THIS IS A MANUAL INVOICE CREATED AT THE REQUEST OF THE CUSTOMER
PRIOR TO SHIPPING
ACTUAL INVOICE TO FOLLOW WHEN PRODUCT HAS BEEN DELIVERED
CUSTOMER RESPONSIBLE FOR ANY ADDITIONAL COSTS

04-2711626

89,463.40
Currency: USD

All discounts off list price are contingent upon payment within agreed upon terms.

MasterCard, Visa and American Express gladly accepted.

Any invoice discrepancies must be reported to ZOLL in writing within 7 business days
of receipt. Otherwise, the customer deems all charges, terms and conditions to be valid.

ZOLL

ZOLL Medical Corporation GPO
PO Box 27028
NEW YORK NY 10087-7028

MANUAL INVOICE

113028-2

19-JUL-16

1 OF 1

Attn: Accounts Payable
RCCP/AMR
8808 BALBOA AVE
SAN DIEGO CA 92123
ATTN:ROD BALLARD

NATIONAL CITY FIRE DEPT
1243 NATIONAL CITY BLVD
NATIONAL CITY CA 91950

113028

NET 30 DAYS

PROPHET,CATHERINE

UPS

1 X SERIES MONITORS AND ACCESSORIES	601-2431011-01	5	176,912.95
2 ZOLL E SERIES TRADE ALLOWANCE	5001-9928	4	-22,332.72
3 ESTIMATED TAX 9%			15,373.17
4 TOTAL			169,953.40

THIS IS A MANUAL INVOICE CREATED AT THE REQEUST OF THE CUSTOMER
PRIOR TO SHIPPING
ACTUAL INVOICE TO FOLLOW WHEN PRODUCT HAS BEEN DELIVERED
CUSTOMER RESPONSIBLE FOR ANY ADDITIONAL COSTS

04-2711626

80,490.00
Currency: USD

All discounts off list price are contingent upon payment within agreed upon terms.

MasterCard, Visa and American Express gladly accepted.

Any invoice discrepancies must be reported to ZOLL in writing within 7 business days
of receipt. Otherwise, the customer deems all charges, terms and conditions to be valid.



269 Mill Road
Chelmsford, Massachusetts 01824-4105
978-421-9655 (main)
978-421-0025 (fax)
www.zoll.com

June 29, 2016

National City Fire
Attn: Frank Parra
1243 National City Boulevard
National City, CA 91950

Dear Frank Parra,

We appreciate your selection of ZOLL® products for National City Fire. This letter serves as confirmation that ZOLL® Medical Corporation at 269 Mill Road in Chelmsford, Massachusetts, is the sole manufacturer and source of X Series® Defibrillators for the EMS Market. ZOLL® or Catherine Prophet, EMS Sales Account Executive, will not sell an X Series® Defibrillator to National City Fire through any vendor or dealer.

Should you have any questions or require additional information please don't hesitate to contact me at (800) 348-9011, ext. 9674.

Sincerely,

A handwritten signature in blue ink, reading "Kinga Kardasinska". The signature is written in a cursive, flowing style.

Kinga Kardasinska, M.S.
Contracts Specialist

The following page(s) contain the backup material for Agenda Item: Resolution of the City Council of the City of National City ratifying the acceptance of \$18,000 grant from the California Library Literacy Services (CLLS) to fund the Librarys literacy services for FY2016-17; and authorizing the establishment of fund appr

**CITY OF NATIONAL CITY, CALIFORNIA
COUNCIL AGENDA STATEMENT**

MEETING DATE: August 16, 2016

AGENDA ITEM NO.

ITEM TITLE:

Resolution of the City Council of the City of National City ratifying the acceptance of \$18,000 grant from the California Library Literacy Services (CLLS) to fund the Library's literacy services for FY2016-17; and authorizing the establishment of fund appropriations and a corresponding revenue budget.

PREPARED BY: Gloria Olivares

DEPARTMENT: Library

PHONE: 470-5883

APPROVED BY: 

EXPLANATION:

The CLLS grant is designed to support library literacy services to English-speaking adults who seek to improve their reading and writing skills. To determine the amount of funding to the libraries that provide literacy services to their communities, the California State Library uses a funding formula consisting of the following three parts:

Part 1 – A baseline amount to provide a minimum level of local literacy staffing and services.

Part 2 – A *per capita* amount per adult learner served in the previous year; and

Part 3 – A *match* on local funds earmarked for adult literacy services. This local match is fulfilled by a CDBG grant awarded to the Library by the City Council in the amount of \$44,371 to defray the personnel costs of the Coordinator position overseeing literacy services.

The CLLS grant is awarded to the Library in two payments:

- This first payment of \$18,000 is the baseline amount.

- A second payment, whose amount is determined by applying the *per capita* and *match* components of the funding formula, will be disbursed in the fall once the final report for FY15-16 is submitted to the State Library at a later date in August.

FINANCIAL STATEMENT:

ACCOUNT NO. 320-418-339
320-31339-3463

APPROVED:  **Finance**

APPROVED: _____ **MIS**

ENVIRONMENTAL REVIEW:

ORDINANCE: **INTRODUCTION:** ☐ **FINAL ADOPTION:** ☐

STAFF RECOMMENDATION:

Approval recommended

BOARD / COMMISSION RECOMMENDATION:

Approved by the Library Board of Trustees on August 15, 2016

ATTACHMENTS:

1. Award Letter
2. Resolution

July 22, 2016

Minh Duong
National City Public Library
1401 National City Boulevard
National City, CA 91950-3314

Dear Ms. Duong:

We're happy to provide funds for the fiscal year that began July 1, to support your California Library Literacy Services program and the important work you, your staff and volunteers do in your community.

There are three parts to the library's funding formula:

1. A *baseline* amount (\$18,000) for each approved literacy program to provide libraries with the funding needed to deliver a minimum level of local literacy staffing and services;
2. A *per capita* amount per adult learner served in the previous year; and
3. A *match* on local funds raised and expended for adult literacy services—reflecting a commitment to a continuing state/local partnership and providing an incentive for increased local support for adult literacy.

The recently signed state budget continues California Library Literacy Services funding at \$4.82 million, a \$2 million increase over the funding level two years ago. Last year, the increased investment by the Brown administration allowed five new library jurisdictions to join the state literacy program.

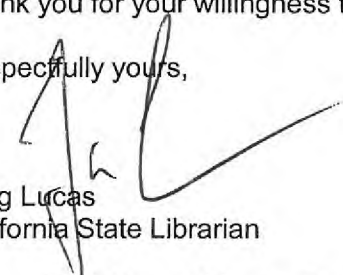
Applications are being accepted for the current fiscal year; we anticipate there will be more jurisdictions eager to help even more learners at other libraries across the state.

At this time, we're providing the \$18,000 baseline amount for your program. The remainder will be sent in the fall after a review of the reports you submit to us in August.

The payment process begins once we receive your signed Claim Form (attached). Please direct any questions to: Lisa Dale at (916) 653-7743 or lisa.dale@library.ca.gov.

Thank you for your willingness to do so much for so many people in need.

Respectfully yours,



Greg Lucas
California State Librarian

cc: Minh Duong, Literacy Coordinator minh.duong@nationalcitylibrary.org
File

Enc.: Claim Form

The following page(s) contain the backup material for Agenda Item: Resolution of the City Council of the City of National City approving a Side Letter Agreement to Article 12 of the Memorandum of Understanding (MOU) between the City and the National City Police Officers Association, Education/POST Certificate Incentive P

CITY OF NATIONAL CITY, CALIFORNIA COUNCIL AGENDA STATEMENT

MEETING DATE: August 16, 2016

AGENDA ITEM NO. |

ITEM TITLE:

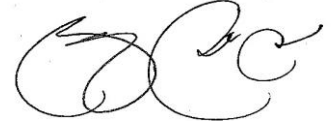
Resolution of the City Council of the City of National City approving a Side Letter Agreement to Article 12 of the Memorandum of Understanding (MOU) between the City and the National City Police Officers' Association, Education/POST Certificate Incentive Pay.

PREPARED BY: Stacey Stevenson

DEPARTMENT: Human Resources

PHONE: 336-4308

APPROVED BY:



EXPLANATION:

The purpose of this Side Letter Agreement is to modify Article 12 of the Memorandum of Understanding (MOU) between the City and the National City Police Officers' Association (POA), Education/POST Certificate Incentive Pay. The California Commission on Peace Officer Standards and Training (POST) is responsible for certifying sworn safety employees for State and local law enforcement agencies. As provided for in Article 12 of the current City Council approved POA MOU, safety employees represented by POA who obtain Intermediate or Advanced POST certification are eligible for POST incentive pay. Employees meeting the POST guidelines for said certifications are responsible for submitting all required documentation for consideration by POST personnel. While the processing time by POST is currently between three months and one year, the date on the POST certificate (if issued) is the date upon which the request was received by POST.

The current MOU language is silent as to the effective date of the incentive pay. With this Side Letter Agreement, staff seeks to clarify that the incentive pay will commence effective with the date on the POST certificate. If approved by City Council, the terms of this Side Letter Agreement will be effective upon employees who otherwise meet the requirements for this educational incentive pay, and whose completed packages are actively in the POST review and approval process on or after the date the City Council approves this Side Letter Agreement.

FINANCIAL STATEMENT:

APPROVED:  **Finance**

ACCOUNT NO.

APPROVED: _____ **MIS**

Funds are appropriated in account # 001-411-000-120 (Allowances & Stipends)

ENVIRONMENTAL REVIEW:

This is not a project and, therefore, is not subject to environmental review.

ORDINANCE: **INTRODUCTION:** ☐ **FINAL ADOPTION:** ☐

STAFF RECOMMENDATION:

Adopt the resolution approving Side Letter Agreement to Article 12 of the labor agreement with the National City Police Officers' Association

BOARD / COMMISSION RECOMMENDATION:

N/A

ATTACHMENTS:

Side Letter Agreement
Resolution



**Side Letter Agreement
City of National City
and
National City Police Officers' Association**

The City of National City ("City") and the National City Police Officers' Association ("POA") have met and conferred in good faith regarding the process and requirements for eligible employees to receive POST incentive pay set forth in this Side Letter Agreement, which Side Letter shall be effective upon Council approval on August 17, 2016. Specifically, the City and POA agree that Article 12 of the Memorandum of Understanding between the City and POA with effective dates January 1, 2016 through December 31, 2018 shall be amended to state as follows:

Article 12

Safety employees covered by this Memorandum of Understanding (MOU) are eligible for educational incentive pay upon meeting the requirements indicated below.

Effective retroactive to January 1, 2016		
LEVEL I \$30.00 per month compensation *	LEVEL II 2% of base monthly salary	LEVEL III 6% of base monthly salary **
AS or AA in related field	Intermediate POST Certificate	Advanced POST Certificate
* Level I benefits are only available to employees already receiving such benefits as of July 1, 2002.		
** Effective January 1, 2017, increase Advanced POST to 7%		

Section 1 General Requirements

1. Completion of the initial Probationary Period with the National City Police Department.
2. Performance Report of at least "Satisfactory" on last two (2) reports.
3. Recommendation from the Chief of Police and the approval of the City Manager or designee.

Section 2 Process for POST Pay

1. It is the responsibility of the employee to submit all required documentation to the Police Department's Training Coordinator.

2. The Training Coordinator will submit completed packages to POST. While the Training Coordinator will review application packages prior to submittal, it is solely the responsibility of POST to determine the completeness of the packages and the eligibility of the employee.
3. Issued POST certificates will be mailed to the Training Coordinator. Upon receiving, the Training Coordinator will:
 - a. Request the Chief's Executive Assistant prepare and route a Personnel Action Form to initiate the payment of the appropriate level of educational incentive pay based on the level of POST certification.
 - b. Route the POST certificate to the employee.
4. Employees who otherwise meet the requirements for this educational incentive pay, and whose completed packages are actively in the POST review and approval process on or after the date the City Council approves this Side Letter Agreement, will commence their educational incentive pay retroactive to the date the incentive pay qualifying POST certificate is issued. This provision shall not be applied retroactively to any POST certification issued prior to the date the City Council approves this Side Letter Agreement.

Section 3. Tuition Reimbursement

The Educational Expenses Reimbursement Plan is available to employees who wish to improve their work performance through furthering their education. The plan provides reimbursement for up to \$2,500 per fiscal year and is open to all employees who meet the following criteria:

1. Successful completion of probation.
2. A proposed course of instruction is related to the employee's employment with the City, or the course is required for a degree in a closely related field. The Chief of Police or his designee has the final authority on determining whether a course or degree is job related. Request must be submitted in writing on appropriate department form according to established procedures.
3. The reimbursement may be used to cover the costs of tuition, registration and books at a local community or state college or university.
4. The course must be passed with a grade of "C" or better. If taken on a pass/fail basis, employee must pass course(s) taken.
5. The employee must show written documentation of the expenditures being claimed for reimbursement.
6. The Police Chief will be given an annual budget of \$30,000 for purposes of tuition reimbursement pursuant to this Article. Once this budget is fully expended in any one year, no further tuition reimbursement is available for that year. If the Department is about to exhaust its entire \$30,000 fiscal year budget, the Department will reimburse employees within

that fiscal year in the same order in which the employees received Department approval for course reimbursement.

For the City

For the POA

Stacey Stevenson
Deputy City Manager
Dated: _____

William Phillips
POA President
Dated: _____

Claudia G. Silva
City Attorney
Dated: _____

Bradley M. Fields, Esq.
POA Attorney
Dated: _____

DRAFT

The following page(s) contain the backup material for Agenda Item: Resolution of the City Council of the City of National City, 1) awarding a contract to Portillo Concrete, Inc. in the not-to-exceed amount of \$2,496,925 for the Sewer Line Replacement and Upsizing Project, CIP No. 16-05; 2) authorizing a 15% contingency i

**CITY OF NATIONAL CITY, CALIFORNIA
COUNCIL AGENDA STATEMENT**

MEETING DATE: August 16, 2016

AGENDA ITEM NO.

ITEM TITLE:

Resolution of the City Council of the City of National City, 1) awarding a contract to Portillo Concrete, Inc. in the not-to-exceed amount of \$2,496,925 for the Sewer Line Replacement and Upsizing Project, CIP No. 16-05; 2) authorizing a 15% contingency in the amount of \$374,538.75 for any unforeseen changes; 3) authorizing the Mayor to execute the contract; and 4) authorizing the appropriation of \$1,500,000 in the Sewer Upsizing CIP account from Sewer Service Fund balance.

PREPARED BY: Jose Lopez, Junior Engineer - Civil

PHONE: 619-336-4312

DEPARTMENT: Engineering/Public Works

APPROVED BY: _____

EXPLANATION:

See attached.



FINANCIAL STATEMENT:

ACCOUNT NO.

125-409-500-598-2024 (Sewer Upsizing CIP)

APPROVED: _____

 Finance
APPROVED: _____ MIS

ENVIRONMENTAL REVIEW:

N/A

ORDINANCE: INTRODUCTION: ☐ FINAL ADOPTION: ☐

STAFF RECOMMENDATION:

Adopt Resolution awarding a contract to Portillo Concrete, Inc. in the not-to-exceed amount of \$2,496,925 for the Sewer Line Replacement and Upsizing Project, CIP No. 16-05.

BOARD / COMMISSION RECOMMENDATION:

N/A

ATTACHMENTS:

1. Explanation
2. Bid Opening Summary
3. Three Lowest Bidders Summary
4. Resolution

EXPLANATION

The project represents the first phase of improvements to increase capacity and efficiency of the sewer collection system citywide. The general scope of work includes replacement of 21-inch, 12-inch & 8-inch diameter PVC sewer main, manholes, sewer laterals; cold-mill grind and overlay of existing road section for Plaza Blvd, as well as National City Boulevard from and including the intersection of Mile of Cars Way through the intersection of 22nd St; installation of curb & gutter, AC dikes, AC driveways entrances and driveways; sidewalks, pedestrian curb ramps for ADA compliance, signing and striping, and other related improvements.

On June 22, 2016, the bid solicitation was posted on PlanetBids, a free public electronic bidding system for contractors. On June 27, 2016 and July 5, 2016, the bid solicitation was advertised in local newspapers.

On July 13, 2016, four (4) bids were received electronically on PlanetBids by the 1:00 p.m. deadline. Bid results were available immediately after the 1:00 p.m. deadline. PAL General Engineering, Inc. was the apparent lowest bidder with a total base bid amount of \$1,977,475. Upon review of all documents submitted, PAL General Engineering, Inc.'s bid was deemed "non-responsive" due to bid irregularities.

PALM Engineering Construction Company, Inc. was the second lowest bidder with a total base bid amount of \$2,386,300. Upon review of all documents submitted, PALM Engineering Construction Company, Inc.'s bid was also deemed "non-responsive" due to bid irregularities.

Portillo Concrete, Inc. was the third lowest bidder with a total base bid amount of \$2,496,925. Upon review of all documents submitted Portillo Concrete, Inc.'s bid was deemed responsive, and they are the lowest responsible bidder qualified to perform the work as described in the project specifications.

Therefore, staff recommends awarding a contract to Portillo Concrete, Inc. in the not-to exceed amount of \$2,496,925.

Staff also recommends authorizing a 15% contingency in the amount of \$374,538.75 to address any unforeseen conditions that may arise.

The contract will be funded through the Sewer Service Fund.

Attached are the bid opening summary sheet and a line item summary of the three lowest bidders for reference.



BID OPENING RESULTS

NAME: SEWER LINE REPLACEMENT AND UPSIZING PROJECT (PHASE 1)
CIP NO: 16-05
DATE: Wednesday, July 13, 2016
TIME: 1:00 P.M.
ESTIMATE: \$2,000,000
PROJECT ENGINEER: Kuna Muthusamy, P.E.

NO.	BIDDER'S NAME	BID AMOUNT	ADDENDA	BID SECURITY - BOND
1.	PAL General Engineering, Inc. 5374 Eastgate Mall San Diego, CA 92121	\$1,977,475 (Non-Responsive)	Yes	Bond
2.	Palm Engineering Construction Company, Inc. 7330 Opportunity Rd #J San Diego, CA 92111	\$2,386,300 (Non-Responsive)	Yes	Bond
3.	Portillo Concrete, Inc. 3527 Citrus St. Lemon Grove, CA 91945	\$2,496,925	Yes	Bond
4.	Basile Construction, Inc. 7952 Armour Street San Diego, CA 92111	\$2,778,965	Yes	Bond

Bid Results for Sewer Line Replacement and Upsizing Project (CIP No. 16-05)

				PORTILLO CONCRETE, INC.		PAL GENERAL ENGINEERING, INC. <i>Non-Responsive</i>		PALM ENGINEERING CONSTRUCTION COMPANY, INC. <i>Non-Responsive</i>	
Item No.	Description	Unit	Qty.	Unit Price	Extension (Quantity x Unit Price)	Unit Price	Extension (Quantity x Unit Price)	Unit Price	Extension (Quantity x Unit Price)
Base Bid - General									
1	Mobilization and Demobilization	LS	1	\$80,000.00	\$80,000.00	\$60,000.00	\$60,000.00	\$40,000.00	\$40,000.00
2	Removal and disposal of unsuitable soil and import/placement of select import soil	CY	1500	\$25.00	\$37,500.00	\$79.00	\$118,500.00	\$10.00	\$15,000.00
				Subtotal	\$117,500.00		\$178,500.00		\$55,000.00
Base Bid - National City Blvd									
3	Traffic/Pedestrian Control	LS	1	\$15,000.00	\$15,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00
4	Stormwater Management	LS	1	\$14,000.00	\$14,000.00	\$5,000.00	\$5,000.00	\$10,000.00	\$10,000.00
5	Surveying	LS	1	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$8,000.00	\$8,000.00
6	Sewer Bypass	LS	1	\$10,500.00	\$10,500.00	\$11,000.00	\$11,000.00	\$40,000.00	\$40,000.00
7	Clearing and Grubbing	LS	1	\$25,000.00	\$25,000.00	\$23,638.00	\$23,638.00	\$30,000.00	\$30,000.00
8	Demolition and Removal (recycle) of Bituminous and Concrete Street	CY	110	\$50.00	\$5,500.00	\$195.00	\$21,450.00	\$120.00	\$13,200.00
9	Excavation Shoring & Bracing	LS	1	\$11,000.00	\$11,000.00	\$29,000.00	\$29,000.00	\$10,000.00	\$10,000.00
10	Dewatering Mobilization/Demobilization	LS	1	\$9,000.00	\$9,000.00	\$3,000.00	\$3,000.00	\$5,000.00	\$5,000.00
11	Dewatering (daily)	DAY	20	\$450.00	\$9,000.00	\$1,200.00	\$24,000.00	\$500.00	\$10,000.00
12	12" PVC Sewer Main	LF	685	\$220.00	\$150,700.00	\$124.00	\$84,940.00	\$180.00	\$123,300.00
13	6" PVC Sewer Lateral	LF	425	\$280.00	\$119,000.00	\$195.00	\$82,875.00	\$160.00	\$68,000.00
14	Sewer Lateral Connection to existing lateral with SDRSD SC-01 Clean out at property line	EA	8	\$1,000.00	\$8,000.00	\$1,000.00	\$8,000.00	\$3,500.00	\$28,000.00
15	48" Sewer Manhole	EA	4	\$10,000.00	\$40,000.00	\$7,500.00	\$30,000.00	\$11,000.00	\$44,000.00
16	60" Sewer Manhole	EA	1	\$14,000.00	\$14,000.00	\$8,000.00	\$8,000.00	\$15,000.00	\$15,000.00
17	Manhole Abandonment	EA	3	\$2,400.00	\$7,200.00	\$5,000.00	\$15,000.00	\$1,000.00	\$3,000.00

Bid Results for Sewer Line Replacement and Upsizing Project (CIP No. 16-05)

				PORTILLO CONCRETE, INC.		PAL GENERAL ENGINEERING, INC. <i>Non-Responsive</i>		PALM ENGINEERING CONSTRUCTION COMPANY, INC. <i>Non-Responsive</i>	
Item No.	Description	Unit	Qty.	Unit Price	Extension (Quantity x Unit Price)	Unit Price	Extension (Quantity x Unit Price)	Unit Price	Extension (Quantity x Unit Price)
18	Sewer Main Abandonment	LS	1	\$8,000.00	\$8,000.00	\$12,500.00	\$12,500.00	\$6,500.00	\$6,500.00
19	24" RCP Storm Drain	LF	48	\$400.00	\$19,200.00	\$299.00	\$14,352.00	\$300.00	\$14,400.00
20	Repair Cavatation Damage to Drainage Structure at Northeast Corner	LS	1	\$5,000.00	\$5,000.00	\$4,800.00	\$4,800.00	\$10,000.00	\$10,000.00
21	2" AC Grind	SF	30000	\$0.50	\$15,000.00	\$0.41	\$12,300.00	\$0.40	\$12,000.00
22	2" AC Overlay	TON	400	\$180.00	\$72,000.00	\$109.00	\$43,600.00	\$120.00	\$48,000.00
23	Restore Existing Striping and Pavement Markings (except checker crosswalk)	LS	1	\$2,000.00	\$2,000.00	\$1,850.00	\$1,850.00	\$10,000.00	\$10,000.00
24	Remove and Replace One Side (leg) of Checkered Crosswalk at NCB and Mile of Cars Way	EA	4	\$13,000.00	\$52,000.00	\$12,800.00	\$51,200.00	\$1,500.00	\$6,000.00
25	Traffic Loops	EA	15	\$460.00	\$6,900.00	\$285.00	\$4,275.00	\$400.00	\$6,000.00
26	Field Orders (Allowance)	AL	1	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00
				Subtotal	\$633,000.00		\$530,780.00		\$555,400.00
Base Bid-Plaza Blvd									
27	Traffic/Pedestrian Control	LS	1	\$30,000.00	\$30,000.00	\$23,000.00	\$23,000.00	\$50,000.00	\$50,000.00
28	Stormwater Management	LS	1	\$10,000.00	\$10,000.00	\$5,000.00	\$5,000.00	\$10,000.00	\$10,000.00
29	Surveying	LS	1	\$7,000.00	\$7,000.00	\$5,000.00	\$5,000.00	\$15,000.00	\$15,000.00
30	Clearing and Grubbing	LS	1	\$25,000.00	\$25,000.00	\$28,000.00	\$28,000.00	\$60,000.00	\$60,000.00
31	Demolition and Removal (recycle) of Bituminous and Concrete Street	CY	410	\$50.00	\$20,500.00	\$79.00	\$32,390.00	\$100.00	\$41,000.00
32	Sewer Bypass	LS	1	\$180,000.00	\$180,000.00	\$16,000.00	\$16,000.00	\$80,000.00	\$80,000.00
33	Dewatering Mobilization/Demobilization	LS	1	\$6,000.00	\$6,000.00	\$3,000.00	\$3,000.00	\$10,000.00	\$10,000.00
34	Dewatering (Daily)	DAY	20	\$57.00	\$1,140.00	\$1,100.00	\$22,000.00	\$1,000.00	\$20,000.00

Bid Results for Sewer Line Replacement and Upsizing Project (CIP No. 16-05)

				PORTILLO CONCRETE, INC.		PAL GENERAL ENGINEERING, INC. <i>Non-Responsive</i>		PALM ENGINEERING CONSTRUCTION COMPANY, INC. <i>Non-Responsive</i>	
Item No.	Description	Unit	Qty.	Unit Price	Extension (Quantity x Unit Price)	Unit Price	Extension (Quantity x Unit Price)	Unit Price	Extension (Quantity x Unit Price)
35	Excavation Shoring & Bracing	LS	1	\$20,000.00	\$20,000.00	\$37,000.00	\$37,000.00	\$40,000.00	\$40,000.00
36	21" PVC Sewer Main	LF	2035	\$260.00	\$529,100.00	\$130.50	\$265,567.50	\$280.00	\$569,800.00
37	18" PVC Sewer Main	LF	190	\$300.00	\$57,000.00	\$125.25	\$23,797.50	\$250.00	\$47,500.00
38	8" PVC Sewer Main	LF	16	\$345.00	\$5,520.00	\$390.00	\$6,240.00	\$200.00	\$3,200.00
39	Manhole Re-channeling and connect new main to existing manhole	EA	2	\$7,500.00	\$15,000.00	\$2,875.00	\$5,750.00	\$3,000.00	\$6,000.00
40	Connect 8" PVC Sewer Main Extension	EA	2	\$3,500.00	\$7,000.00	\$1,250.00	\$2,500.00	\$1,500.00	\$3,000.00
41	6" PVC Sewer Lateral	LF	1360	\$170.00	\$231,200.00	\$185.00	\$251,600.00	\$180.00	\$244,800.00
42	Sewer Lateral Connection to existing lateral with SDRSD SC-01 Clean out at property line	EA	35	\$900.00	\$31,500.00	\$1,000.00	\$35,000.00	\$1,000.00	\$35,000.00
43	60" Sewer Manhole	EA	8	\$13,500.00	\$108,000.00	\$12,000.00	\$96,000.00	\$13,500.00	\$108,000.00
44	60" Sewer Manhole with drop at station 66+00	EA	1	\$18,000.00	\$18,000.00	\$13,000.00	\$13,000.00	\$15,000.00	\$15,000.00
45	Sewer Main Clean-out, Type "A"	EA	1	\$4,500.00	\$4,500.00	\$6,000.00	\$6,000.00	\$3,000.00	\$3,000.00
46	Rehabilitation and lining of Sewer Manhole #1445	EA	1	\$11,000.00	\$11,000.00	\$9,670.00	\$9,670.00	\$8,500.00	\$8,500.00
47	Rehabilitation and lining of Sewer Manhole #1461	EA	1	\$11,000.00	\$11,000.00	\$5,700.00	\$5,700.00	\$8,500.00	\$8,500.00
48	Sewer Main Abandonment	LS	1	\$6,500.00	\$6,500.00	\$15,000.00	\$15,000.00	\$10,000.00	\$10,000.00
49	PCC Crossgutter	SF	120	\$18.00	\$2,160.00	\$9.00	\$1,080.00	\$20.00	\$2,400.00
50	6" Pin-on Curb	LF	450	\$35.00	\$15,750.00	\$39.00	\$17,550.00	\$28.00	\$12,600.00
51	Decorative PCC in Island	SF	1615	\$15.00	\$24,225.00	\$9.00	\$14,535.00	\$10.00	\$16,150.00
52	6" Curb	LF	140	\$32.00	\$4,480.00	\$39.00	\$5,460.00	\$35.00	\$4,900.00
53	PCC Sidewalk	SF	250	\$12.00	\$3,000.00	\$16.00	\$4,000.00	\$10.00	\$2,500.00
54	Curb Ramp	EA	4	\$3,500.00	\$14,000.00	\$2,400.00	\$9,600.00	\$3,000.00	\$12,000.00

Bid Results for Sewer Line Replacement and Upsizing Project (CIP No. 16-05)

				PORTILLO CONCRETE, INC.		PAL GENERAL ENGINEERING, INC. <i>Non-Responsive</i>		PALM ENGINEERING CONSTRUCTION COMPANY, INC. <i>Non-Responsive</i>	
Item No.	Description	Unit	Qty.	Unit Price	Extension (Quantity x Unit Price)	Unit Price	Extension (Quantity x Unit Price)	Unit Price	Extension (Quantity x Unit Price)
55	8" AC Dig Out and Replacement	TON	350	\$190.00	\$66,500.00	\$180.00	\$63,000.00	\$220.00	\$77,000.00
56	2" AC Grind	SF	1E+05	\$0.30	\$36,300.00	\$0.30	\$36,300.00	\$0.35	\$42,350.00
57	2" AC Overlay	TON	1550	\$115.00	\$178,250.00	\$95.00	\$147,250.00	\$98.00	\$151,900.00
58	Restore Existing Striping and Pavement Markings	LS	1	\$15,000.00	\$15,000.00	\$15,100.00	\$15,100.00	\$14,000.00	\$14,000.00
59	Plant Mix Type II REAS Slurry Seal	GALL	2380	\$10.00	\$23,800.00	\$8.50	\$20,230.00	\$10.00	\$23,800.00
60	Traffic Loops	EA	45	\$400.00	\$18,000.00	\$375.00	\$16,875.00	\$400.00	\$18,000.00
61	Field Orders (Allowance)	AL	1	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00
				Subtotal	\$1,746,425.00		\$1,268,195.00		\$1,775,900.00
				Total	\$2,496,925.00		\$1,977,475.00		\$2,386,300.00

The following page(s) contain the backup material for Agenda Item: Resolution of the City Council of the City of National City authorizing the installation of 40 feet of red curb No Parking along the west side of Euclid Avenue immediately north of the commercial driveway to National City Plaza Shopping Center, located at

**CITY OF NATIONAL CITY, CALIFORNIA
COUNCIL AGENDA STATEMENT**

MEETING DATE: August 16, 2016

AGENDA ITEM NO.

ITEM TITLE:

Resolution of the City Council of the City of National City authorizing the installation of 40 feet of red curb "No Parking" along the west side of Euclid Avenue immediately north of the commercial driveway to National City Plaza Shopping Center, located at 2323 E. Division Street, to enhance visibility for drivers exiting the shopping center (TSC No. 2016-03).

PREPARED BY: Stephen Manganiello

DEPARTMENT: Engineering/Public Works

PHONE: 619-336-4382

APPROVED BY:

EXPLANATION:

See attached.



FINANCIAL STATEMENT:

APPROVED: _____ **Finance**

ACCOUNT NO.

APPROVED: _____ **MIS**

N/A

ENVIRONMENTAL REVIEW:

N/A

ORDINANCE: INTRODUCTION: ☐ **FINAL ADOPTION:** ☐

STAFF RECOMMENDATION:

Adopt Resolution authorizing the installation of 40 feet of red curb "No Parking" along the west side of Euclid Avenue immediately north of the commercial driveway to National City Plaza Shopping Center.

BOARD / COMMISSION RECOMMENDATION:

At their meeting on June 15, 2016, the Traffic Safety Committee unanimously approved the staff recommendation to install 40 feet of red curb "No Parking" along the west side of Euclid Avenue.

ATTACHMENTS:

1. Explanation with Location Map
2. Staff Report to the Traffic Safety Committee on June 15, 2016 (TSC No. 2016-03)
3. Resolution

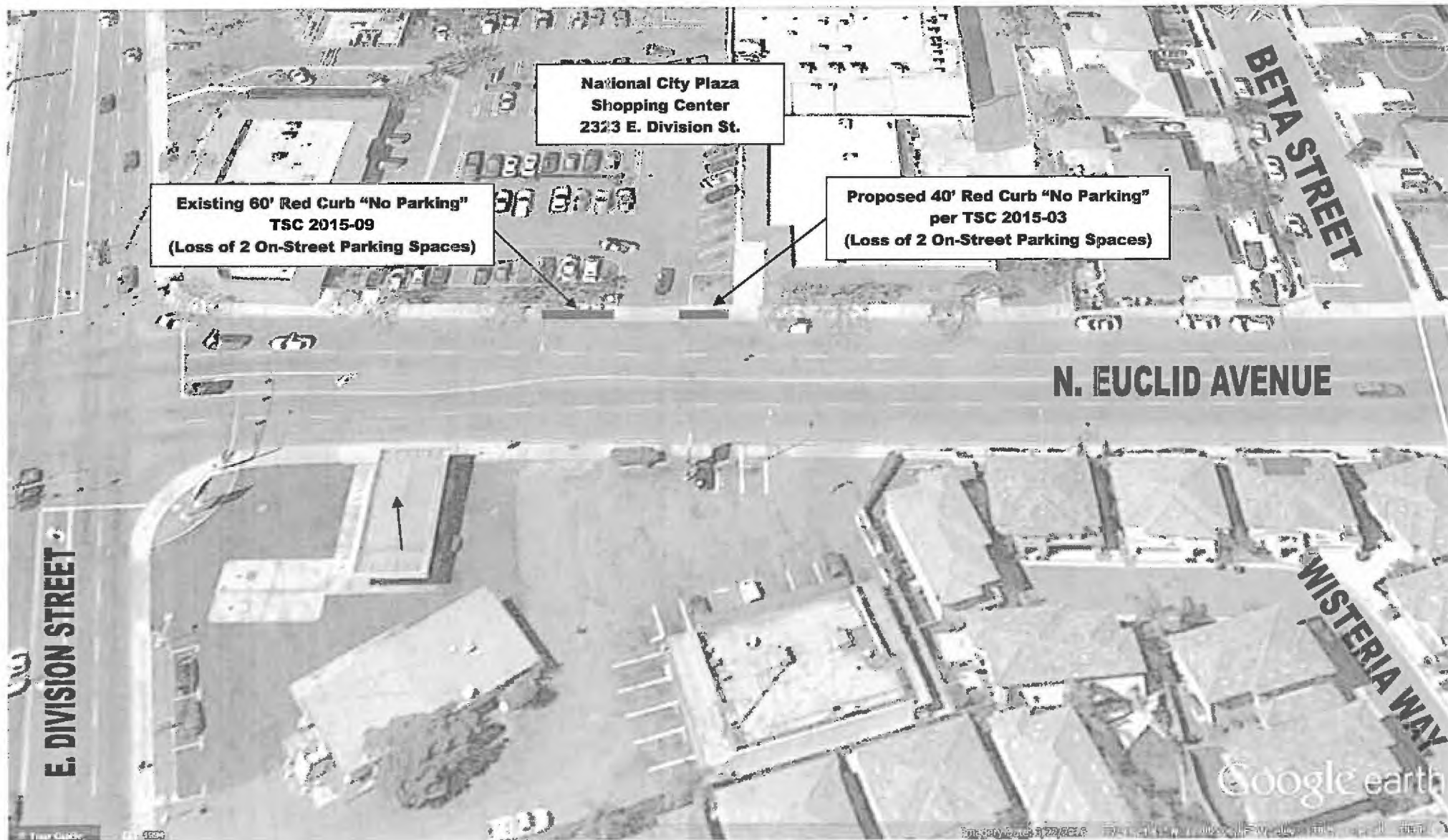
EXPLANATION

The businesses from National City Plaza Shopping Center, located at 2323 E. Division Street, have requested red curb "No Parking" on the west side of Euclid Avenue immediately north of the shopping center driveway to enhance visibility for drivers exiting the shopping center. According to the businesses, their employees and customers have expressed concerns regarding visibility when vehicles are parked too close to the driveway.

Staff performed a site evaluation. The posted speed limit for this segment of Euclid Avenue north of Division Street is 35 mph. Staff confirmed that visibility is obscured when vehicles park in close proximity to the shopping center driveway. Therefore, staff recommends installation of 40 feet of red curb "No Parking" along the west side of Euclid Avenue immediately north of the shopping center driveway. This would result in a loss of two parking spaces. Staff confirmed there is available parking further north on Euclid Avenue, closer to the residential neighborhood. In addition, parking within the shopping center appears to be underutilized during business hours.

If approved, all work will be performed by City Public Works.

Location Map with Recommended Enhancements (TSC Item: 2016-03)



**NATIONAL CITY TRAFFIC SAFETY COMMITTEE
AGENDA REPORT FOR JUNE 15, 2016**

ITEM NO. 2016-03

ITEM TITLE: REQUEST TO INSTALL 40 FEET OF RED CURB "NO PARKING" ON THE WEST SIDE OF N. EUCLID AVENUE, NORTH OF E. DIVISION STREET AND THE COMMERCIAL DRIVEWAY APRON TO ENHANCE VISIBILITY AND ACCESS ONTO N. EUCLID AVENUE FROM THE NATIONAL CITY PLAZA SHOPPING CENTER LOCATED AT 2323 E. DIVISION STREET (BY BUSINESSES OF NATIONAL CITY PLAZA SHOPPING CENTER)

PREPARED BY: Kenneth Fernandez, P.E.
Engineering and Public Works Department, Engineering Division

DISCUSSION:

The businesses of the National City Plaza Shopping Center, located at 2323 E. Division Street have requested red curb "No Parking" on the west side of N. Euclid Avenue, north of E. Division Street and the commercial driveway apron to provide adequate access and line-of-sight. According to the businesses, their employees and customers constantly encounter line-of-sight issues when vehicles are parked north of said driveway apron.

Staff performed a site evaluation. The posted speed limit is 35 mph. The portion of Euclid Avenue between the City limits and E. Division Street is relatively straight, has a negligible grade, and an average daily traffic (ADT) count of 10,500 vpd (vehicles per day). However, when one vehicle is parked in close proximity to the access driveway, line-of-sight is hindered to oncoming traffic.

If implemented, there will be a net loss of two standard-sized parking spaces. However, the general public will still have ample available on-street parking on both sides of Euclid Avenue. Additionally, staff noticed that the shopping center's parking lot was underutilized. All work for this TSC item will be performed in-house by the City's Public Works Division.

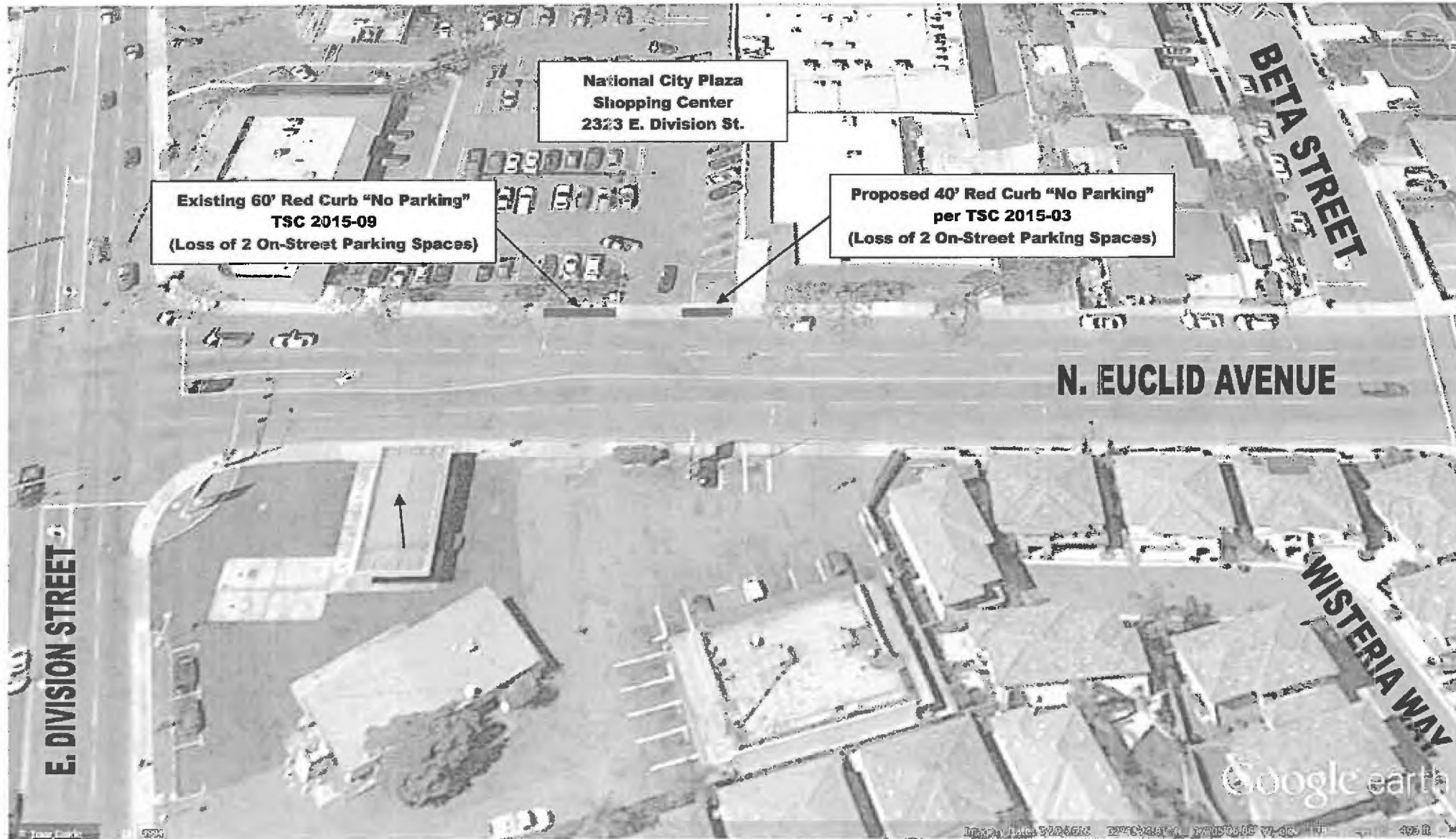
STAFF RECOMMENDATION:

Staff recommends installation of approximately 40 feet of red curb "No Parking" along the west side of N. Euclid Avenue immediately north of the commercial driveway apron serving the shopping center to enhance access and line-of-sight.

EXHIBITS:

1. Location Map
2. Photos

Location Map with Recommended Enhancements (TSC Item: 2016-03)





**Location of Proposed 40' Red Curb on N. Euclid Avenue north of E. Division Street
(looking north)**

The following page(s) contain the backup material for Agenda Item: Resolution of the City Council of the City of National City authorizing the installation of a blue curb handicap parking space with sign in front of the residence at 624 E. 3rd Street (TSC No. 2016-05). (Engineering/Public Works)

**CITY OF NATIONAL CITY, CALIFORNIA
COUNCIL AGENDA STATEMENT**

MEETING DATE: August 16, 2016

AGENDA ITEM NO.

ITEM TITLE:

Resolution of the City Council of the City of National City authorizing the installation of a blue curb handicap parking space with sign in front of the residence at 624 E. 3rd Street (TSC No. 2016-05).

PREPARED BY: Stephen Manganiello

PHONE: 619-336-4382

DEPARTMENT: Engineering/Public Works

APPROVED BY:

EXPLANATION:

See attached.



FINANCIAL STATEMENT:

ACCOUNT NO.

N/A

APPROVED: _____ **Finance**

APPROVED: _____ **MIS**

ENVIRONMENTAL REVIEW:

N/A

ORDINANCE: INTRODUCTION: ☐ **FINAL ADOPTION:** ☐

STAFF RECOMMENDATION:

Adopt Resolution authorizing the installation of a blue curb handicap parking space with sign in front of the residence at 624 E. 3rd Street.

BOARD / COMMISSION RECOMMENDATION:

At their meeting on June 15, 2016, the Traffic Safety Committee unanimously approved the staff recommendation to install a blue curb handicap parking space with sign in front of the residence at 624 E. 3rd Street.

ATTACHMENTS:

1. Explanation with Location Map
2. Staff Report to the Traffic Safety Committee on June 15, 2016 (TSC No. 2016-05)
3. Resolution

EXPLANATION

Mr. Kenneth Fulgram, resident of 624 E. 3rd Street, has requested a blue curb handicap parking space in front of his residence due to physical limitations. The residence is located on the south side of E. 3rd Street between "F" Avenue and "G" Avenue. Mr. Fulgram possesses a valid disabled person's placard from the California Department of Motor Vehicles.

Staff visited the site and verified that the residence does not have an accessible driveway or garage to accommodate a vehicle with a disabled driver or passenger. The curb length in front of the residential lot is approximately 40 feet.

There is one on-street handicap parking space provided to the west at 305 "F" Avenue. Per the City's Disabled Persons Parking Policy, since the total number of on-street handicap parking spaces (including the proposed handicap parking space) would not exceed 3% of the total number of available on-street parking spaces in the general vicinity, Mr. Fulgram's request is eligible for further consideration.

The City's Disabled Persons Parking Policy is used to evaluate requests for handicap parking spaces. The Policy requirements for "Special Hardship" cases are as follows:

1. Applicant (or guardian) must be in possession of valid license plates or placard for "disabled persons" or "disabled veterans". *This condition is met.*
2. The proposed disabled parking space must be in front (or side if on a corner lot) of the applicant's (or guardian's) place of residence. *This condition is met.*
3. The residence must not have useable off-street parking available or an off-street space available that may be converted into disabled parking. *This condition is met.*

Since all three conditions of the City Council's Disabled Persons Parking Policy are met for this "Special Hardship" case, staff recommends installation of a blue curb handicap parking space with sign in front of the residence at 624 E. 3rd Street.

It shall be noted that handicap parking spaces do not constitute "personal reserved parking" and that any person with valid "disabled persons" license plates or placards may park in handicap spaces.

If approved, all work will be performed by City Public Works.

Location Map with Recommended Enhancements (TSC Item: 2016-05)



**NATIONAL CITY TRAFFIC SAFETY COMMITTEE
AGENDA REPORT FOR JUNE 15, 2016**

ITEM NO. 2016-05

ITEM TITLE: **REQUEST FOR INSTALLATION OF A BLUE CURB HANDICAP PARKING SPACE WITH SIGNAGE AT 624 E. 3RD STREET (BY K. FULGHAM)**

PREPARED BY: Kenneth Fernandez, P.E.
Engineering and Public Works Department, Engineering Division

DISCUSSION:

Mr. Kenneth Fulgham, resident of 624 E. 3rd Street, has requested a blue curb handicap parking space in front of his residence due to physical limitations. The residence is located on the south side of E. 3rd Street between "F" Avenue and "G" Avenue. Mr. Fulgham possesses a valid disabled person's placard from the California Department of Motor Vehicles.

Staff visited the site and verified that the aforementioned residence does not have an accessible driveway or garage to accommodate a vehicle with a disabled driver or passenger. The curb length in front of the residential lot is approximately 40 feet.

There is one (1) on-street handicap parking space provided to the west at 305 "F" Avenue. Per the City Council Disabled Persons Parking Policy, since the total number of on-street handicap parking spaces (including the proposed handicap parking space) would not exceed 3% of the total number of available on-street parking spaces in the general vicinity, Mr. Fulgham's request is eligible for further consideration.

The City Council has adopted a policy, which is used to evaluate requests for handicap parking spaces. The City Council Policy requirements for "Special Hardship" cases are as follows:

1. Applicant (or guardian) must be in possession of valid license plates or placard for "disabled persons" or "disabled veterans". *This condition is met.*
2. The proposed disabled parking space must be in front (or side if on a corner lot) of the applicant's (or guardian's) place of residence. *This condition is met.*
3. The residence must not have useable off-street parking available or an off-street space available that may be converted into disabled parking. *This condition is met.*

Based on the site evaluation, staff has determined that accessible parking is not available on the property.

It shall be noted that handicap parking spaces do not constitute "personal reserved parking" and that any person with valid "disabled persons" license plates or placards may park in handicap spaces.

STAFF RECOMMENDATION:

Since all three conditions of the City Council's Disabled Persons Parking Policy are met for this "Special Hardship" case, staff recommends installation of a blue curb handicap parking space with signage in front of the residence at 624 E. 3rd Street.

EXHIBITS:

1. Correspondence
2. Location Map
3. Photos
4. Disabled Persons Parking Policy

2016-05

April 13, 2016

Engineering Department
City of National City

Gentlemen:

Enclosed is your form, Request for Blue Curb Disabled Persons Parking Space, which I have completed.

Additionally, enclosed is a DMV form, Disabled Person Placard, which discloses the issuance of a Disabled Placard to me. My physician requested this document for me [REDACTED]
[REDACTED]

The reason I am requesting this card is that I reside across the street from a multiple complex apartment, with numerous vehicles, and frequently I am unable to park in front or, or near, my home.

As your form indicates, while I have a garage, it was built on or about 1927 and its entrance is on a narrow alley, with no driveway. There is no empty space in or around my home.

Thank you for your consideration.

Kenneth R. Fulgham
Kenneth R. Fulgham
624 E. 3rd Street
National City, CA 91950

Enclosure

REQUEST FOR BLUE CURB DISABLED PERSONS PARKING SPACE

NAME OF DISABLED PERSON: KENNETH R Fulgham

NAME OF REPRESENTATIVE FOR DISABLED PERSON (if different from above):

ADDRESS: 624 E 3RD ST

EMAIL: [REDACTED]

PHONE NUMBER: [REDACTED]

Please answer the following questions, which will assist Engineering staff, the Traffic Safety Committee, and your City Council in determining if you are qualified to have a blue curb disabled persons parking space placed in front of your residence. Please be informed that all blue curb parking spaces are considered public parking. Therefore, any registered vehicle in possession of a disabled persons placard or license plate is legally allowed to park in the blue curb space for up to 72 continuous hours.

- 1) Do you possess a valid disabled person's placard issued by the California Department of Motor Vehicles (DMV)? ☒ YES ☐ NO

If YES, please include a copy of the placard, which contains your name, address, placard number, and expiration date.

- 2) Does your residence have a garage? ☒ YES ☐ NO

If YES, is the garage large enough to park a vehicle
(minimum of 20' x 12') ☐ YES ☒ NO

- 3) Does your residence have a driveway? ☐ YES ☒ NO

If YES, a) Is the driveway large enough to park a vehicle?
(minimum of 20' x 12') ☐ YES ☒ NO

b) Is the driveway level? ☐ YES ☐ NO

c) Is the driveway sloped/Inclined? ☐ YES ☐ NO

- 4) Please write any additional comments here (optional).

ENG & PW DEPT.

ITY OF NATIONAL CITY
3:29 PM 3:29 APR 13 '16



A Public Service Agency

CUSTOMER RECEIPT COPY

EXPIRES: 06/30/2017

*** DISABLED PERSON PLACARD ***

PLACARD NUMBER: [REDACTED]

PIC: 1

TV: 91

DATE ISSUED: 04/06/16

MO/YR: XR

FULGRAM KENNETH
624 E 3RD ST

DT FEES RECVD: 04/06/16

NATIONAL CITY
CA 91950
CO: 37



DUE : NONE
RECVD - CASH :
- CHCK :
- CRDT :

E10 613 09.0000000 0021 OS E10 040616 N1 [REDACTED]

DEPARTMENT OF MOTOR VEHICLES PLACARD IDENTIFICATION CARD

THIS IDENTIFICATION CARD OR FACSIMILE COPY IS TO BE CARRIED BY THE PLACARD OWNER. IT TO ANY PEACE OFFICER UPON DEMAND. IMMEDIATELY NOTIFY DMV BY MAIL OF ANY CHANGE OF ADDRESS. WHEN PARKING, HANG THE PLACARD FROM THE REAR VIEW MIRROR. REMOVE IT WHEN DRIVING.

A Public Service Agency

PLACARD#: [REDACTED]
EXPIRES: 06/30/2017
DOB: [REDACTED]
ISSUED: 04/06/16
TYPE: N1

PLACARD HOLDER: FULGRAM KENNETH
624 E 3RD ST

NATIONAL CITY
CA 91950

PURCHASE OF FUEL (BUSINESS & PROFESSIONS CODE 13660):
STATE LAW REQUIRES SERVICE STATIONS TO REFUEL A DISABLED PERSON'S VEHICLE AT SELF-SERVICE RATES, EXCEPT SELF-SERVICE FACILITIES WITH ONLY ONE CASHIER.

WHEN YOUR PLACARD IS PROPERLY DISPLAYED, YOU MAY PARK IN/ON:
*DISABLED PERSON PARKING SPACES (BLUE ZONES) *STREET METERED ZONES WITHOUT PAYING *GREEN ZONES WITHOUT RESTRICTIONS TO TIME LIMITS *STREET WHERE PREFERENTIAL PARKING PRIVILEGES ARE GIVEN TO RESIDENTS AND MERCHANTS.

YOU MAY NOT PARK IN/ON: *RED ZONES *TAXI ZONES *WHITE OR YELLOW ZONES *SPACES MARKED BY CROSSHATCH LINES *DISABLED PERSON PARKING SPACES.

IT IS CONSIDERED MISUSE: *TO DISPLAY PLACARD UNLESS THE DISABLED OWNER IS BEING TRANSPORTED *TO DISPLAY PLACARD WHICH HAS BEEN CANCELLED OR REVOKED *TO LOAN YOUR PLACARD TO ANYONE, INCLUDING FAMILY MEMBERS. MISUSE IS A MISDEMEANOR (SECTION 4461VC) AND CAN RESULT IN CANCELLATION OR REVOCATION OF THE PLACARD. LOSS OF PARKING PRIVILEGES AND/OR FINES

Location Map with Recommended Enhancements (TSC Item: 2016-05)





**Location of Proposed Blue Curb and Signage at 624 E 3rd Street
(looking south)**



**Location of Proposed Blue Curb and Signage at 624 E 3rd Street
(looking southeast)**

DISABLED PERSONS PARKING POLICY

The purpose of a disabled persons parking zone is to provide designated parking spaces at major points of assembly for the exclusive use of physically disabled persons whose vehicle displays a distinguishing license plate as authorized by the California Department of Motor Vehicles.

The City Council may upon recommendation of the City Engineer, designate specially marked and posted on-street parking spaces for disabled persons pursuant to California Vehicle Code 21101, et seq. at the following facilities:

1. Government buildings serving the public such as administration buildings, public employment offices, public libraries, police stations, etc.
2. Hospitals and convalescent homes with more than 75-bed capacity.
3. Medical facilities and doctors' offices staffed by a maximum of five practitioners. Zones shall be located to serve a maximum number of facilities on one block.
4. Community service facilities such as senior citizens service centers, etc.
5. Accredited vocational training and educational facilities where no off-street parking is provided for disabled persons.
6. Employment offices for major enterprises employing more than 200 persons.
7. Public recreational facilities including municipal swimming pools, recreation halls, museums, etc.
8. Public theaters, auditoriums, meeting halls, arenas, stadiums with more than 300 seating capacity.
9. Other places of assembly such as schools and churches.
10. Commercial and/or office building(s) with an aggregate of more than 50,000 square feet of usable floor space. Zone shall be located to serve a maximum number of facilities on one block.
11. Hotels catering to daily guests, maintaining a ground floor lobby and a switchboard that is operated 24 hours per day.

12. A hotel or apartment house catering to weekly or monthly guests and containing more than 30 separate living units.

In addition, disabled persons parking spaces may be provided within all publicly owned, leased or controlled off-street parking facilities as specified in the General Requirements.

General Requirements

Each disabled persons parking space shall be indicated by blue paint and a sign (white on blue) showing the international symbol of accessibility (a profile view of a wheelchair with occupant).

Where installed under the above criteria the total number of disabled persons curb parking spaces will be limited to 3% of the total number of on-street parking spaces available in the area and shall be distributed uniformly within the area.

Disabled persons parking will not be installed at locations with a full-time parking prohibition. When a disabled persons parking zone is installed where a part-time parking prohibition is in effect, the disabled persons parking zone will have the same time restrictions as the part-time parking prohibition.

The cost of installing disabled persons parking will be assumed by the City on public streets and public off-street parking facilities.

In establishing on-street parking facilities for the disabled there shall be a reasonable determination made that the need is of an on-going nature. The intent is to prevent the proliferation of special parking stalls that may be installed for a short-term purpose but later are seldom used. Unjustified installation of such parking stalls unnecessarily increases the City's maintenance and operations costs, reduce available on-street parking for the general public, and detract from the overall effectiveness of the disabled persons parking program.

Special Hardship Cases

It is not the intention of the City to provide personal reserved parking on the public right-of-way, especially in residential areas. However, exceptions may be made, in special hardship cases, provided all of the following conditions exists:

- (1) Applicant (or guardian) must be in possession of valid license plates for "disabled persons" or "disabled veterans."
- (2) The proposed disabled parking space must be in front of the applicant's (or guardian's) place of residence.

- (3) Subject residence must not have useable off-street parking available or off-street space available that may be converted into disabled parking.

NOTE: It must be emphasized that such parking spaces do not constitute "personal reserved parking" and that any person with valid "disabled persons" license plates may park in the above stalls.

Jha:p

The following page(s) contain the backup material for Agenda Item: Warrant Register #1 for the period of 06/29/16 through 07/05/16 in the amount of \$2,860,739.05. (Finance)

**CITY OF NATIONAL CITY, CALIFORNIA
COUNCIL AGENDA STATEMENT**

MEETING DATE: August 16, 2016

AGENDA ITEM NO. |

ITEM TITLE:

Warrant Register #1 for the period of 06/29/16 through 07/05/16 in the amount of \$2,860,739.05.
(Finance)

PREPARED BY: K. Apalategui

PHONE: 619-336-4572

DEPARTMENT: Finance

APPROVED BY: 

EXPLANATION:

Per Government Section Code 37208, attached are the warrants issued for the period of 06/29/16 through 07/05/16.

Consistent with Department of Finance practice, listed below are all payments above \$50,000.

<u>Vendor</u>	<u>Check/Wire</u>	<u>Amount</u>	<u>Explanation</u>
CSAC Exs Ins Authority	324191	90,561.00	Excess WC Insurance
Health Net Inc	324226	71,339.53	Health Ins R1192A / July 2016
Kaiser Foundation HP	324235	188,913.62	Insurance Active / July 2016
Paradise Creek Housing	324263	88,507.00	Sewer Demo & Repair Cost Emerg / Eng
Public Emp Ret System	6302016	364,186.90	Service Period 06/07/16 – 06/20/16

FINANCIAL STATEMENT:

ACCOUNT NO.

Warrant total \$2,860,739.05

APPROVED: 

Finance

APPROVED: _____

MIS

ENVIRONMENTAL REVIEW:

This is not a project and, therefore, not subject to environmental review.

ORDINANCE: INTRODUCTION: ☐

FINAL ADOPTION: ☐

STAFF RECOMMENDATION:

Ratify warrants totaling \$2,860,739.05

BOARD / COMMISSION RECOMMENDATION:

N/A

ATTACHMENTS:

Warrant Register #1



WARRANT REGISTER #1

7/5/2016

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
A&B SAW & LAWNMOWER	CARBIDE CHAIN, 25 FT / FIRE	324160	7/5/16	1,074.60
AAIR PURIFICATION SYSTEMS	WIRELESS RECEIVER / PW	324161	7/5/16	837.26
ACE UNIFORMS & ACCESSORIES INC	EXTRICATION COVERALL / FIRE	324162	7/5/16	1,598.44
ACEDO, I	RETIREE HEALTH BENEFITS / JUL 2016	324163	7/5/16	160.00
AFFORDABLE BUTTONS COM	PINBACK BUTTONS / MAYOR'S OFFICE	324164	7/5/16	308.80
AFLAC	AFLAC ACCT BDM36 / JULY 2016	324165	7/5/16	620.62
ALDEMCO	CONSUMABLES- NUTRITION CENTER	324166	7/5/16	1,594.52
ALL FRESH PRODUCTS	CONSUMABLES- NUTRITION CENTER	324167	7/5/16	526.38
AMERICAN SOCIETY OF CIVIL ENGINEERS	AWARD PLAQUES / ENG	324168	7/5/16	300.00
ANDERSON, E	RETIREE HEALTH BENEFITS / JUL 2016	324169	7/5/16	110.00
ANGEL PETALS	FLOWERS/MISS NC PAGEANT 2016	324170	7/5/16	381.43
APWA SAN DIEGO CHAPTER	AWARD PLAQUES / ENG	324171	7/5/16	880.00
BARTEL ASSOCIATES LLC	ACTUARIAL CONSULTING SERVICES / FINANCE	324172	7/5/16	1,150.00
BAUER COMPRESSORS	M7 HUD ASSEMBLY W/O MOUNTING / FIRE	324173	7/5/16	8,327.61
BEARD, P	RETIREE HEALTH BENEFITS / JUL 2016	324174	7/5/16	70.00
BECK, L	RETIREE HEALTH BENEFITS / JUL 2016	324175	7/5/16	140.00
BISHOP, R	RETIREE HEALTH BENEFITS / JUL 2016	324176	7/5/16	110.00
BOEGLER, C	RETIREE HEALTH BENEFITS / JUL 2016	324177	7/5/16	260.00
BOYD JR, P	RETIREE HEALTH BENEFITS / JUL 2016	324178	7/5/16	145.00
BSN SPORTS	STIGA LEGACY TABLE / CSD	324179	7/5/16	3,628.34
C A P F	FIRE LTD / JULY 2016	324180	7/5/16	780.00
CALIFORNIA LAW ENFORCEMENT	PD LTD / JULY 2016	324181	7/5/16	2,082.50
CAMEON, C	REIMB: ED REIMBURSEMENT / PD	324182	7/5/16	280.00
CARRILLO, R	RETIREE HEALTH BENEFITS / JUL 2016	324183	7/5/16	290.00
CITY OF SAN DIEGO	GPS LOGIC MODEM / FIRE	324184	7/5/16	894.00
COLE, L	RETIREE HEALTH BENEFITS / JUL 2016	324185	7/5/16	165.00
COMMUNITY ROWING OF SD INCORPORATED	FACILITY EQUIPMENT / AQUATIC CENTER	324186	7/5/16	5,000.00
CONDON, D	RETIREE HEALTH BENEFITS / JUL 2016	324187	7/5/16	280.00
CORPUZ, T	RETIREE HEALTH BENEFITS / JUL 2016	324188	7/5/16	140.00
COUNTY OF SAN DIEGO	MAIL PROCESSING SERVICES / APRIL 2016	324189	7/5/16	1,808.84
CPCA	MEMBERSHIP DUES / PD	324190	7/5/16	1,764.00
CSAC EXCESS INS AUTHORITY	EXCESS WC INSURANCE	324191	7/5/16	90,561.00
CSAC EXCESS INS AUTHORITY	EXCESS WC INSURANCE	324192	7/5/16	21,418.00
CSAC EXCESS INS AUTHORITY	EXCESS WC INSURANCE	324193	7/5/16	4,971.00
CSAC EXCESS INS AUTHORITY	EXCESS WC INSURANCE	324194	7/5/16	1,343.00
D MAX ENGINEERING INC	T&A #90101: SENIOR CITIZENS APT BLDG	324195	7/5/16	1,540.00
D MAX ENGINEERING INC	T&A #90113: SUPER STAR CAR WASH	324196	7/5/16	927.20
DANESHFAR, Z	RETIREE HEALTH BENEFITS / JUL 2016	324197	7/5/16	250.00
DANIELS TIRE SERVICE	MOP#76986 TIRES / PW	324198	7/5/16	170.13
DAY WIRELESS SYSTEMS	RADIO SERVICE AGREEMENT / FIRE	324199	7/5/16	843.75
DELTA DENTAL	DENTAL INS PREMIER / JULY 2016	324200	7/5/16	15,960.66
DELTA DENTAL	COBRA DENTAL INS / MAY 2016	324201	7/5/16	178.98
DELTA DENTAL INSURANCE CO	PMI DENTAL INS / JULY 2016	324202	7/5/16	2,810.94
DEPARTMENT OF JUSTICE	NEW EMP FINGERPRINT RESULTS-MAY 2016	324203	7/5/16	420.00
DESROCHERS, P	RETIREE HEALTH BENEFITS / JUL 2016	324204	7/5/16	110.00
DI CERCHIO, A	RETIREE HEALTH BENEFITS / JUL 2016	324205	7/5/16	70.00
DILLARD, S	RETIREE HEALTH BENEFITS / JUL 2016	324206	7/5/16	480.00
DREDGE, J	RETIREE HEALTH BENEFITS / JUL 2016	324207	7/5/16	250.00
EISER III, G	RETIREE HEALTH BENEFITS / JUL 2016	324208	7/5/16	250.00



WARRANT REGISTER #1

7/5/2016

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
ESGIL CORPORATION	PLAN CHECK SERVICES / FIRE	324209	7/5/16	1,948.50
FABINSKI, D	RETIREE HEALTH BENEFITS / JUL 2016	324210	7/5/16	220.00
FEDEX	EXPRESS SHIPMENT/ HR	324211	7/5/16	25.75
FIFIELD, K	RETIREE HEALTH BENEFITS / JUL 2016	324212	7/5/16	540.00
FIRE ETC	PRO WARRINGTON 3003 STATION BOOTS / FIRE	324213	7/5/16	2,338.05
GELSKEY, K	RETIREE HEALTH BENEFITS / JUL 2016	324214	7/5/16	115.00
GIBBS JR, R	RETIREE HEALTH BENEFITS / JUL 2016	324215	7/5/16	120.00
GONZALES, M	RETIREE HEALTH BENEFITS / JUL 2016	324216	7/5/16	480.00
GRAINGER	MOP 65179. SUPPLIES POLICE DEPT	324217	7/5/16	381.72
GROSSMAN PSYCHOLOGICAL	PRE-EMP EVALUATIONS- MAY 2016/ PD	324218	7/5/16	550.00
HAINES & COMPANY INC	LEASE SERVICE FY 2017 / POLICE	324219	7/5/16	894.84
HANSON, E	RETIREE HEALTH BENEFITS / JUL 2016	324220	7/5/16	135.00
HARLAN, M	RETIREE HEALTH BENEFITS / JUL 2016	324221	7/5/16	500.00
HAUG, S	RETIREE HEALTH BENEFITS / JUL 2016	324222	7/5/16	120.00
HEALTH NET	FULL NETWORK 57135A / JULY 2016	324223	7/5/16	5,334.29
HEALTH NET	HEALTH INSURANCE N5992F / JULY 2016	324224	7/5/16	651.54
HEALTH NET	HEALTH INS N5992A / JULY 2016	324225	7/5/16	543.45
HEALTH NET INC	HEALTH INS R1192A / JULY 2016	324226	7/5/16	71,339.53
HERNANDEZ, R	RETIREE HEALTH BENEFITS / JUL 2016	324227	7/5/16	400.00
HODGES, B	RETIREE HEALTH BENEFITS / JUL 2016	324228	7/5/16	200.00
HONDO, E	RETIREE HEALTH BENEFITS / JUL 2016	324229	7/5/16	110.00
HUNTER'S NURSERY INC	MOP#45719 HORTICULTURAL ITEMS	324230	7/5/16	91.80
IBARRA, J	RETIREE HEALTH BENEFITS / JUL 2016	324231	7/5/16	780.00
INDEPENDENT FORENSIC SERVICES	FORENSIC SVC / CS #16-2668	324232	7/5/16	1,250.00
JAMES, R	RETIREE HEALTH BENEFITS / JUL 2016	324233	7/5/16	140.00
JUNIEL, R	RETIREE HEALTH BENEFITS / JUL 2016	324234	7/5/16	50.00
KAISER FOUNDATION HEALTH PLANS	INSURANCE ACTIVE / JULY 2016	324235	7/5/16	188,913.62
KAISER FOUNDATION HEALTH PLANS	RETIREE INS/ JULY 2016	324236	7/5/16	7,572.29
KAISER FOUNDATION HEALTH PLANS	HD H S A INS / JULY 2016	324237	7/5/16	6,879.71
KIMBLE, R	RETIREE HEALTH BENEFITS / JUL 2016	324238	7/5/16	300.00
KONICA MINOLTA	COPIER EQUIPMENT LEASE	324239	7/5/16	1,710.26
KRONOS INC	ANNUAL LICENSING / FY 2017 / POLICE	324240	7/5/16	12,899.24
LANDA, A	RETIREE HEALTH BENEFITS / JUL 2016	324241	7/5/16	155.00
LIMFUECO, M	RETIREE HEALTH BENEFITS / JUL 2016	324242	7/5/16	160.00
LOPEZ, T	TRANSLATION SERVICES / 6/23/2016	324243	7/5/16	210.00
MASON'S SAW	MOP#45729 SUPPLIES	324244	7/5/16	410.54
MATIENZO, M	RETIREE HEALTH BENEFITS / JUL 2016	324245	7/5/16	100.00
MC CABE, T	RETIREE HEALTH BENEFITS / JUL 2016	324246	7/5/16	280.00
MEDIFIT COMMUNITY SERVICES LLC	MANAGEMENT FEE / COMMUNITY SERVICES	324247	7/5/16	23,423.08
MEDINA, R	RETIREE HEALTH BENEFITS / JUL 2016	324248	7/5/16	105.00
MELLADO DESIGNS	T-SHIRTS W/ CITY LOGO / MAYOR'S OFFICE	324249	7/5/16	254.88
MES CALIFORNIA	300434 PULLEY SWIVEL 1.1 INCH / PW	324250	7/5/16	8,903.30
METRO AUTO PARTS DISTRIBUTOR	MOP#75943 AUTO SUPPLIES	324251	7/5/16	50.45
MICRONICHE INC	EXCESS WC INSURANCE	324252	7/5/16	500.00
MINER, D	RETIREE HEALTH BENEFITS / JUL 2016	324253	7/5/16	580.00
MORRISON, R	REIMB: GRAPHIC CERAMIC TILE W/ LOGO	324254	7/5/16	907.84
MUNOZ, L	REIMB: DECORATE STAGE/MISS NC 2016	324255	7/5/16	141.32
MYERS, B	RETIREE HEALTH BENEFITS / JUL 2016	324256	7/5/16	140.00
NACOLE	CONFERENCE / MM. BAILEY	324257	7/5/16	1,100.00



WARRANT REGISTER #1
7/5/2016

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
NATIONAL CITY CHAMBER	MEMBERSHIP BREAKFAST / M RIOS	324258	7/5/16	15.00
NATIONAL EMBLEM INC	STITCHED BORDER / POLICE	324259	7/5/16	1,698.77
NOTEWARE, D	RETIREE HEALTH BENEFITS / JUL 2016	324260	7/5/16	120.00
NOWDOCS INTERNATIONAL INC	GREEN VOID BOTTOM CHECKS	324261	7/5/16	366.24
PADRE JANITORIAL SUPPLIES	JANITORIAL SUPPLIES- NUTRITION	324262	7/5/16	102.47
PARADISE CREEK HOUSING PARTNER	SEWER DEMO & REPAIR COST EMERGENCY / ENG	324263	7/5/16	88,507.00
PAUU JR, P	RETIREE HEALTH BENEFITS / JUL 2016	324264	7/5/16	340.00
PEASE JR, D	RETIREE HEALTH BENEFITS / JUL 2016	324266	7/5/16	140.00
PENSKE FORD	MOP#49078 AUTO SUPPLIES	324267	7/5/16	182.85
PETERS, S	RETIREE HEALTH BENEFITS / JUL 2016	324268	7/5/16	290.00
POST, R	RETIREE HEALTH BENEFITS / JUL 2016	324269	7/5/16	280.00
PRO BUILD	MOP 45707 HAMMER TACKER / FIRE	324270	7/5/16	1,108.14
PROFORCE LAW ENFORCEMENT	MF22115 GLK MAG 40 SW G22/35 / PD	324271	7/5/16	5,072.03
PROGRESSIVE SOLUTIONS INC	LICENSING RENEWAL / MIS	324272	7/5/16	24,304.18
PROJECT PROFESSIONALS CORP	THEATRE DEMOLITION PROJECT	324273	7/5/16	8,126.43
PRUDENTIAL OVERALL SUPPLY	MOP#45742 LAUNDRY SERVICES / PW	324274	7/5/16	205.46
QUESTYS SOLUTIONS	ANNUAL LICENSING RENEWAL / MIS	324275	7/5/16	14,401.80
RAY, S	RETIREE HEALTH BENEFITS / JUL 2016	324276	7/5/16	190.00
RELIANCE STANDARD	VOLUNTARY LIFE INS / JULY 2016	324277	7/5/16	2,806.23
ROARK, L	RETIREE HEALTH BENEFITS / JUL 2016	324278	7/5/16	135.00
ROE, V	RETIREE HEALTH BENEFITS / JUL 2016	324279	7/5/16	120.00
RUIZ, J	RETIREE HEALTH BENEFITS / JUL 2016	324280	7/5/16	310.00
SAFRAN MORPHOTRUST	NEW EMP FINGERPRINT TEST/MAY 2016	324281	7/5/16	22.00
SAN DIEGO GAS & ELECTRIC	GAS & ELECTRIC - NUTRITION CENTER	324282	7/5/16	2,578.45
SDG&E	GAS & ELECTRIC UTILITIES	324283	7/5/16	24,407.77
SERVATIUS, J	RETIREE HEALTH BENEFITS / JUL 2016	324284	7/5/16	340.00
SHORT, C	RETIREE HEALTH BENEFITS / JUL 2016	324285	7/5/16	300.00
SILVERADO AVIONICS	KENWOOD VHR / FIRE	324286	7/5/16	3,892.23
SMITH, J	RETIREE HEALTH BENEFITS / JUL 2016	324287	7/5/16	320.00
STAPLES BUSINESS ADVANTAGE	MOP 45704 OFFICE SUPPLIES / HR	324288	7/5/16	849.10
STINNETT, R	REIMB: SUPP/ST BALDRICK'S SHAVE-A-THON/PD	324289	7/5/16	84.14
STRASEN, W	RETIREE HEALTH BENEFITS / JUL 2016	324290	7/5/16	135.00
SYSCO SAN DIEGO INC	CONSUMABLES/FOOD - NUTRITION	324291	7/5/16	5,205.86
THE LINCOLN NATIONAL LIFE INS	LIFE & AD&D, STD, LTD INS / JUL 2016	324292	7/5/16	9,620.96
THOMSON REUTERS WEST	LEGAL PUBLICATIONS - UPDATED CA CODES	324293	7/5/16	284.49
TIPTON, B	RETIREE HEALTH BENEFITS / JUL 2016	324294	7/5/16	250.00
TOPECO PRODUCTS	MOP#63849 SUPPLIES	324295	7/5/16	52.34
U S BANK	CREDIT CARD EXPENSES / PD	324296	7/5/16	2,023.25
U S HEALTHWORKS	PRE-EMP PHYSICAL	324297	7/5/16	395.00
UNITED ROTARY BRUSH CORP	MOP#62683 AUTO PARTS	324298	7/5/16	696.15
VERRY, L	RETIREE HEALTH BENEFITS / JUL 2016	324299	7/5/16	280.00
VILLAGOMEZ, J	RETIREE HEALTH BENEFITS / JUL 2016	324300	7/5/16	480.00
WHITE, J	RETIREE HEALTH BENEFITS / JUL 2016	324301	7/5/16	230.00
WILLY'S ELECTRONIC SUPPLY	MOP#45763 SUPPLIES	324302	7/5/16	131.97
WOOD, P	REIMB: FIELD PERMIT / ENG	324303	7/5/16	150.00
ZENGOTA, V	RETIREE HEALTH BENEFITS / JUL 2016	324304	7/5/16	300.00
SDG&E	GAS AND ELECTRIC UTILITIES / S A	324305	7/5/16	106.62
SWEETWATER AUTHORITY	WATER UTILITIES	324306	7/5/16	54.64



WARRANT REGISTER #1
7/5/2016

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
			A/P Total	725,229.57
WIRED PAYMENTS				
PUBLIC EMP RETIREMENT SYSTEM	SERVICE PERIOD 06/07/16 - 06/20/16	6302016	6/30/16	364,186.90
SECTION 8 HAPS				
	Start Date	End Date		
	6/29/2016	7/5/2016		799,458.82
PAYROLL				
Pay period	Start Date	End Date	Check Date	
14	6/21/2016	7/4/2016	7/13/2016	971,863.76
		GRAND TOTAL		<u>\$2,860,739.05</u>

Certification

IN ACCORDANCE WITH SECTION 37202, 37208, 372059 OF THE GOVERNMENT CODE, WE HEREBY CERTIFY TO THE ACCURACY OF THE DEMANDS LISTED ABOVE AND TO THE AVAILABILITY OF FUNDS FOR THE PAYMENT THEREOF AND FURTHER THAT THE ABOVE CLAIMS AND DEMANDS HAVE BEEN AUDITED AS REQUIRED BY LAW.



MARK ROBERTS, FINANCE

LESLIE DEESE, CITY MANAGER

FINANCE COMMITTEE

RONALD J. MORRISON, MAYOR-CHAIRMAN

JERRY CANO, VICE-MAYOR

ALEJANDRA SOTELO-SOLIS, MEMBER

MONA RIOS, MEMBER

ALBERT MENDIVIL, MEMBER

I HEREBY CERTIFY THAT THE FOREGOING CLAIMS AND DEMANDS WERE APPROVED AND THE CITY TREASURER IS AUTHORIZED TO ISSUE SAID WARRANTS IN PAYMENT THEREOF BY THE CITY COUNCIL ON THE 16th OF AUGUST, 2016.

AYES _____

NAYS _____

ABSENT _____

The following page(s) contain the backup material for Agenda Item: Warrant Register #2 for the period of 07/06/16 through 07/12/16 in the amount of \$232,627.99. (Finance)

**CITY OF NATIONAL CITY, CALIFORNIA
COUNCIL AGENDA STATEMENT**

MEETING DATE: August 16, 2016

AGENDA ITEM NO.

ITEM TITLE:

Warrant Register #2 for the period of 07/06/16 through 07/12/16 in the amount of \$232,627.99.
(Finance)

PREPARED BY: K. Apalategui

DEPARTMENT: Finance

PHONE: 619-336-4572

APPROVED BY: 

EXPLANATION:

Per Government Section Code 37208, attached are the warrants issued for the period of 07/06/16 through 07/12/16.

There are no payments above \$50,000.00

FINANCIAL STATEMENT:

APPROVED: 

Finance

ACCOUNT NO.

APPROVED: _____

MIS

Warrant total \$232,627.99

ENVIRONMENTAL REVIEW:

This is not a project and, therefore, not subject to environmental review.

ORDINANCE: **INTRODUCTION:** ☐

FINAL ADOPTION: ☐

STAFF RECOMMENDATION:

Ratify warrants totaling \$232,627.99

BOARD / COMMISSION RECOMMENDATION:

N/A

ATTACHMENTS:

Warrant Register #2



WARRANT REGISTER #2

7/12/2016

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
ADAMS, D	REIMB: ACADEMY INSTRUCTOR / PD	324307	7/12/16	102.10
CAMACHO, J	REIMB: CANINE HANDLER / PD	324308	7/12/16	120.16
CITY ATTORNEYS ASSOCIATION	ANNUAL MEMBERSHIP	324309	7/12/16	1,050.00
DOUGHERTY, J	REIMB: ROT/CPT - PD	324310	7/12/16	101.00
DURAN, D	REIMB: DUI / PD	324311	7/12/16	82.32
ETZLER, J	REIMB: 24-HR PERISHABLE SKILLS / PD	324312	7/12/16	102.92
FEDEX	SHIPMENT / ENG	324313	7/12/16	35.50
HERNANDEZ, A	REIMB: COPS WEST / PD	324314	7/12/16	127.17
KAISER FOUNDATION HEALTH PLANS	RETIREE'S INSURANCE / JUL 2016	324315	7/12/16	20,771.11
LASER SAVER INC	MOP 45725 TONER CARTRIDGE / MIS	324316	7/12/16	386.74
LOZANO, M	REIMB: SFST & ARIDE / PD	324317	7/12/16	230.97
MEJIA, A	REIMB: BASIC DISPATCHER / PD	324318	7/12/16	300.00
MENDOZA III, S	ED REIMBURSEMENT	324319	7/12/16	225.00
MES CALIFORNIA	CUSTOM WHITE'S BOOTS	324320	7/12/16	5,555.69
PECK, B	REIMB: NARCOTICS INVESTIGATIONS/PD	324321	7/12/16	80.80
PHILLIPS, W	REIMB: INVESTIGATION INTERVIEW/PD	324322	7/12/16	105.00
PRO BUILD	MOP 45707 MISC SUPPLIES / HOUSING	324323	7/12/16	102.97
RAMIREZ, O	REIMB: SUPERVISORY COURSE / PD	324324	7/12/16	704.16
SAN DIEGO MIRAMAR COLLEGE	TUITION: CPT / PD	324325	7/12/16	46.00
SAN DIEGO MIRAMAR COLLEGE	TUITION: CPT / PD	324326	7/12/16	23.00
SANDAG	MEMBER AGENCY & CRIMINAL ASSESSMENT	324327	7/12/16	12,755.00
SHANAHAN, M	REIMB: DRUG EVALUATION / PD	324328	7/12/16	120.96
STANICH, C	REIMB: 24-HR PERISHABLE SKILLS/ PD	324329	7/12/16	102.92
STAPLES BUSINESS ADVANTAGE	MOP 45704 OFFICE SUPPLIES / FINANCE	324330	7/12/16	1,846.83
STEVENS, C	REIMB: ADV TRAFFIC COLLISION / PD	324331	7/12/16	252.32
STINNETT, R	REIMB: INVESTIGATION INTERVIEW/PD	324332	7/12/16	105.00
SULLIVAN, C	REIMB: MEDIA RELATIONS / PD	324333	7/12/16	56.82
THOMSON REUTERS BARCLAYS	ANNUAL RENEWAL OF BARCLAYS	324334	7/12/16	170.00
VILLARIASA, S	REIMB: SERGEANTS SUPERVISORY/PD	324335	7/12/16	580.38
WILLY'S ELECTRONIC SUPPLY	MOP 45763 MISC SUPPLIES / MIS	324336	7/12/16	1,347.57
ABLE PATROL & GUARD	SECURITY GUARD SERVICE / LIBRARY	324337	7/12/16	3,482.50
LIEU, C	MILEAGE REIMBURSEMENT / LIBRARY TRAINING	324338	7/12/16	44.70
MIDWEST TAPE	DVD'S/AUDIO BOOKS - LIBRARY	324339	7/12/16	4,304.40
STAPLES BUSINESS ADVANTAGE	MOP #45704 - SUPPLIES / LIBRARY	324340	7/12/16	176.63
KEYSER MARSTON ASSOCIATES INC	SUMMARY REPORT - PALM PLAZA	324341	7/12/16	1,040.00
4 IMPRINT INC	DELUXE EVENT TENT-FULL COLOR / PD	324342	7/12/16	1,347.84
ACADEMI TRAINING CENTER LLC	INDOOR RANGE RENTAL / PD	324343	7/12/16	400.00
ACE UNIFORMS & ACCESSORIES INC	SEWINGS ON PATCHES / POLICE	324344	7/12/16	752.02
ADAMSON POLICE PRODUCTS	EQUIPMENT FOR POLICE DEPARTMENT	324345	7/12/16	14,300.82
AIRGAS WEST	MOP#45714 SUPPLIES / PW	324346	7/12/16	101.48
ALDEMCO	CONSUMABLES- NUTRITION CENTER	324347	7/12/16	427.16
ASSI SECURITY INC	CITY WIDE SECURITY REPAIRS	324348	7/12/16	135.00
AT&T	PHONE SERVICES / 5/21/16 - 6/21/16	324349	7/12/16	1,377.26
BOCKS AWARDS INC	PURPLE HEART - MEDAL OF COURAGE - PD	324350	7/12/16	465.70
BOOT WORLD	MOP#64096 SAFETY APPAREL	324351	7/12/16	250.00
BRIAN COX MECHANICAL INC	CITY WIDE HVAC / PW	324352	7/12/16	186.00
CITY OF NATIONAL CITY	PETTY CASH REPLENISHMENT / MAY 2016	324353	7/12/16	1,243.31
CLAIMS MANAGEMENT ASSOCIATES	LIABILITY AND RISK SERVICES / MAY 2016	324354	7/12/16	5,940.00
COMMERCIAL AQUATIC SERVICE INC	PURCHASE OF AL SUPPLIES	324355	7/12/16	3,137.83



WARRANT REGISTER #2
7/12/2016

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
COX COMMUNICATIONS	INTERNET SERVICE / JUNE 2016	324356	7/12/16	519.56
CXTEC	CISCO CATALYST 3650 48 PORT / MIS	324357	7/12/16	17,797.70
DANIELS TIRE SERVICE	MERCHANDISE - TIRES	324358	7/12/16	1,454.55
EBSCO SUBSCRIPTION	LEARNING EXPRESS SUBSCRIPTION RENEWAL/LIB	324359	7/12/16	7,900.00
ENPING INVESTMENTS LLC	REFUND / PLAN CHECK AND TDIF FEES	324360	7/12/16	30,409.59
EXPRESS PIPE AND SUPPLY CO INC	PLUMBING PARTS & MATERIALS / PW	324361	7/12/16	145.79
FAT PIPE NETWORKS	2U REPLACEMENT BOX / MIS	324362	7/12/16	4,110.00
FERGUSON ENTERPRISES INC	MOP#45723 SUPPLIES / PW	324363	7/12/16	853.66
GALLS INC	FA240 ORG CAT TOURNIQUET / PD	324364	7/12/16	480.67
GRAINGER	MOP#65179 SUPPLIES / PW	324365	7/12/16	270.36
GTC SYSTEMS INC	NETWORK ENGINEERING SERVICES / MAY 2016	324366	7/12/16	2,437.50
HONEYWELL INTERNATIONAL INC	FUSES / PW	324367	7/12/16	432.66
INNOVATIVE CONSTRUCTION	DIVISION STREET PROJECT	324368	7/12/16	661.50
KIMLEY HORN AND ASSOC INC	EL TOYON LAS PALMAS BIKE PROJECT	324369	7/12/16	19,978.60
LEFORTS SMALL ENGINE REPAIR	FRONT HANDLE / PW	324370	7/12/16	87.21
MAINTEX INC	JANITORIAL SUPPLIES-FACILITIES	324371	7/12/16	842.19
MEDIFIT COMMUNITY SERVICES LLC	MANAGEMENT FEE / APRIL 2016 / CSD	324372	7/12/16	3,275.58
METRO AUTO PARTS DISTRIBUTOR	MOP#75943 SUPPLIES / PW	324373	7/12/16	86.26
METRO FIRE & SAFETY	FIRE EXTINGUISHER SYSTEM / PW	324374	7/12/16	175.00
NALPAK GROUP	LM REV LEATHERMAN REV KIT / PD	324375	7/12/16	499.49
NATIONAL EMBLEM INC	CORPORAL CHEVRON WITH STAR / PD	324376	7/12/16	690.09
OFFICE SOLUTIONS BUSINESS	RAVINO BIG & TALL SERIES CHAIR / PW	324377	7/12/16	667.08
ORKIN	CITY WIDE PEST MAINTENANCE	324378	7/12/16	416.50
PACIFIC AUTO REPAIR	SMOG CERTIFICATION/REPAIRS	324379	7/12/16	830.96
PENSKE FORD	R&M CITY VEHICLES	324380	7/12/16	593.62
PEREZ, C	REGISTRATION / INTERMEDIATE BUDGET / FIN	324381	7/12/16	269.00
PERRY FORD	MOP#45703 AUTO EQUIPMENT	324382	7/12/16	33.24
POWERSTRIDE BATTERY CO INC	SALES TAX PENDING / PW	324383	7/12/16	3.35
PRO BUILD	MOP#45707 SUPPLIES	324384	7/12/16	392.70
PRUDENTIAL OVERALL SUPPLY	MOP#45742 LAUNDRY	324385	7/12/16	427.99
S & J BUILDERS & RESTORATION	CITY WIDE GENERAL BUILDING & REPAIRS	324386	7/12/16	1,743.67
SAN DIEGO HYDRAULICS	DRIVE MOTOR / PW	324387	7/12/16	1,633.70
SAN DIEGO POLICE EQUIPMENT	FED-LE12700-C 12 GA 00 BUCK, 9-PLT / PD	324388	7/12/16	302.81
SDG&E	GAS & ELECTRIC UTILITIES	324389	7/12/16	356.02
STAPLES BUSINESS ADVANTAGE	MOP 45704. OFFICE SUPPLIES / PLANNING	324390	7/12/16	175.80
SUPERIOR READY MIX	COLD MIX ASPHALTS/TACK OIL	324391	7/12/16	311.04
SWEETWATER AUTHORITY	WATER SERVICE UTILITIES	324392	7/12/16	11,471.52
SYMBOLARTS, LLC	XPS3287 NATIONAL CITY PD BADGE	324393	7/12/16	490.00
THE LIGHTHOUSE INC	FRONT GRILLE SIREN / PW	324394	7/12/16	2,332.24
TIERRA WEST ADVISORS INC	PROFESSIONAL SERVICES / MAY 2016	324395	7/12/16	600.00
TODD PIPE & SUPPLY LLC	CITY WIDE PLUMBING MATERIALS	324396	7/12/16	391.67
VERIZON WIRELESS	CELLULAR SERVICE / 5/24/16 - 6/23/16	324397	7/12/16	368.24
Z A P MANUFACTURING INC	STREET SIGNS / PW	324398	7/12/16	1,336.46
CHRISTENSEN & SPATH LLP	LEGAL / WESTSIDE TOD / S A	324399	7/12/16	2,360.00
KANE BALLMER & BERKMAN	LEGAL / CENTRO PURCHASE / S A	324400	7/12/16	292.25
OPPER & VARCO LLP	LEGAL / ED VILLAGE/GENERAL / S A	324401	7/12/16	227.50
THE LAW OFFICES OF EDWARD Z KOTKIN	LEGAL / OVERSIGHT BOARD / S A	324402	7/12/16	207.98



WARRANT REGISTER #2
7/12/2016

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
WIRED PAYMENTS ARCO BUSINESS SOLUTIONS	FUEL FOR CITY FLEET JUNE 2016	401679	7/11/16	24,581.63
GRAND TOTAL				<u>\$ 232,627.99</u>

Certification

IN ACCORDANCE WITH SECTION 37202, 37208, 372059 OF THE GOVERNMENT CODE, WE HEREBY CERTIFY TO THE ACCURACY OF THE DEMANDS LISTED ABOVE AND TO THE AVAILABILITY OF FUNDS FOR THE PAYMENT THEREOF AND FURTHER THAT THE ABOVE CLAIMS AND DEMANDS HAVE BEEN AUDITED AS REQUIRED BY LAW.


MARK ROBERTS, FINANCE

LESLIE DEESE, CITY MANAGER

FINANCE COMMITTEE

RONALD J. MORRISON, MAYOR-CHAIRMAN

JERRY CANO, VICE-MAYOR

ALEJANDRA SOTELO-SOLIS, MEMBER

MONA RIOS, MEMBER

ALBERT MENDIVIL, MEMBER

I HEREBY CERTIFY THAT THE FOREGOING CLAIMS AND DEMANDS WERE APPROVED AND THE CITY TREASURER IS AUTHORIZED TO ISSUE SAID WARRANTS IN PAYMENT THEREOF BY THE CITY COUNCIL ON THE 16th OF AUGUST, 2016.

AYES _____

NAYS _____

ABSENT _____

The following page(s) contain the backup material for Agenda Item: Warrant Register #3 for the period of 07/13/16 through 07/19/16 in the amount of \$3,498,058.40. (Finance)

**CITY OF NATIONAL CITY, CALIFORNIA
COUNCIL AGENDA STATEMENT**

MEETING DATE: August 16, 2016

AGENDA ITEM NO.

ITEM TITLE:

Warrant Register #3 for the period of 07/13/16 through 07/19/16 in the amount of \$3,498,058.40.
(Finance)

PREPARED BY: K. Apalategui

PHONE: 619-336-4572

DEPARTMENT: Finance

APPROVED BY:

EXPLANATION:

Per Government Section Code 37208, attached are the warrants issued for the period of 07/13/16 through 07/19/16.

Consistent with Department of Finance, listed below are all payments above \$50,000.

<u>Vendor</u>	<u>Check/Wire</u>	<u>Amount</u>	<u>Explanation</u>
Dick Miller Inc	324418	180,948.06	Plaza Blvd. and 14h Project
Govconnection Inc	324427	55,801.30	Win7 Intel C Multi Drive / MIS
Harris & Associates	324428	92,666.00	Group 2 Sewer Project
Innovative Construction	324430	60,694.50	Plaza Blvd & 14 th St. Project
Kimley Horn and Assoc Inc	324432	98,673.47	Wayfinding Task Project
Project Professionals Corp	324450	79,262.87	Plaza Blvd. Widening Project
Spacesaver Intermountain	324465	378,686.78	Police Dept. Project
STC Traffic Inc	324470	172,247.38	Kimball Park Project
West Tech Contracting Inc	324476	318,793.87	Paradise Creek Restoration Project
Western Rim Constructors	324477	462,163.08	El Toyon & Kimball Park Project
Public Emp Ret System	7142016	399,184.87	Service Period 06/21/16 – 07/04/16

FINANCIAL STATEMENT:

ACCOUNT NO.

Warrant total \$3,498,058.40

APPROVED:

Finance

APPROVED:

MIS

ENVIRONMENTAL REVIEW:

This is not a project and, therefore, not subject to environmental review.

ORDINANCE: INTRODUCTION:

FINAL ADOPTION:

STAFF RECOMMENDATION:

Ratify warrants totaling \$3,498,058.40

BOARD / COMMISSION RECOMMENDATION:

N/A

ATTACHMENTS:

Warrant Register #3



WARRANT REGISTER #3
7/19/2016

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
D.E. WILLIAMS SHIELDS	HELMET SHIELDS / FIRE	324403	7/14/16	976.50
EPIC LAND SOLUTIONS INC	APPRAISAL - 1231 MCKINLEY AVE / HOUSING	324404	7/19/16	5,500.00
A REASON TO SURVIVE	BIKE RACK PROJECT	324405	7/19/16	13,015.25
ADAMOS, M	REIMB: PUBLIC SAFETY DISPATCHERS/PD	324406	7/19/16	332.22
AETNA RESOURCES FOR LIVING	EMP ASSISTANCE PROGRAM/JUL 2016	324407	7/19/16	805.50
ALL FRESH PRODUCTS	CONSUMABLES- NUTRITION CENTER	324408	7/19/16	472.95
ATKINS NORTH AMERICA INC	TAX ROLL SERVICE PROJECT	324409	7/19/16	7,528.50
BOOT WORLD	MOP 64096 SAFETY BOOTS / NSD	324410	7/19/16	250.00
CALIFORNIA ELECTRIC SUPPLY	MOP#45698 SUPPLIES / PW	324411	7/19/16	329.43
CIRCULATE SAN DIEGO	ACTIVE TRANSP. PLANNING PROJECT	324412	7/19/16	225.00
CITY CLERKS ASSOCIATION OF CA	2016 MEMBERSHIP / CITY CLERK	324413	7/19/16	170.00
COMMERCIAL AQUATIC SERVICE INC	PURCHASE OF POOL CHEMICAL SUPPLIES	324414	7/19/16	923.23
COUNTY OF SAN DIEGO	RECORDING BLDG RECORDS	324415	7/19/16	14.00
DALEY & HEFT LLP	LIABILITY CLAIM COSTS	324416	7/19/16	17,148.47
DATA TICKET INC	DATA TICKET APPEALS	324417	7/19/16	2,710.75
DICK MILLER INC	PLAZA BLVD. AND 14TH PROJECT	324418	7/19/16	180,948.06
DOOLEY ENTERPRISES	180GR FULL METAL JACKET AMMO / PD	324419	7/19/16	3,852.26
DOUGLAS BODENSTAB	REFUND T&A #90071. DUP. FAMILY RESIDENCE	324420	7/19/16	11,000.00
E2 MANAGE TECH INC	2020 HOOVER UST PROJECT	324421	7/19/16	330.00
ECMS	REPAIR FIREFIGHTER CLOTHING	324422	7/19/16	470.34
ENTERPRISE FLEET MANAGEMENT	FLEET LEASE AND MAINTENANCE	324423	7/19/16	14,516.51
FEDEX	EXPRESS SHIPMENT/ HOUSING	324424	7/19/16	49.45
FIFIELD, K	REIMB: HEALTH INSURANCE	324425	7/19/16	410.14
GEOSYNTEC CONSULTANTS INC	PARADISE CREEK EMERG. PROJECT	324426	7/19/16	22,324.41
GOVCONNECTION INC	WIN7 INTEL C MULTI DRIVE / MIS	324427	7/19/16	55,801.30
HARRIS & ASSOCIATES	GROUP 2 SEWER PROJECT	324428	7/19/16	92,666.00
INDEPENDENT FORENSIC SERVICES	SERVICE FEES CS #16-2668	324429	7/19/16	1,250.00
INNOVATIVE CONSTRUCTION	PLAZA BLVD. & 14TH ST. PROJECT	324430	7/19/16	60,694.50
JOHNSON, S	REIMB: SUPPLIES FOR TINY TOTS PROGRAM	324431	7/19/16	134.42
KIMLEY HORN AND ASSOC INC	WAYFINDING TASK PROJECT	324432	7/19/16	98,673.47
KONICA MINOLTA	COPIER EQUIPMENT LEASE	324433	7/19/16	6,804.13
KREPPS, B	ED REIMBURSEMENT	324434	7/19/16	630.00
KTU&A	DOWNTOWN SPECIFIC PLAN PROJECT	324435	7/19/16	13,226.25
LASER SAVER INC	MOP 45725 INK CARTRIDGE / S8	324436	7/19/16	298.39
LIEBERT CASSIDY WHITMORE	MEMBERSHIP: EMP RELATIONS CONSORTIUM / HR	324437	7/19/16	405.00
LOPEZ, Y	TRANSLATION/INTERPRETATION SVCS	324438	7/19/16	490.00
MCDUGAL LOVE ECKIS	LIABILITY CLAIM COSTS	324439	7/19/16	3,679.18
MCDUGAL LOVE ECKIS	LIABILITY CLAIM COSTS	324440	7/19/16	2,371.50
MCDUGAL LOVE ECKIS	LIABILITY CLAIM COSTS	324441	7/19/16	562.30
MCDUGAL LOVE ECKIS	LIABILITY CLAIM COSTS	324442	7/19/16	499.66
METRO FIRE & SAFETY	FIRE EXTINGUISHER SYSTEM	324443	7/19/16	210.99
MICHAEL BAKER INTERNATIONAL	STORM DRAIN REPAIRS PROJECT	324444	7/19/16	17,876.00
MOTOROLA SOLUTIONS INC	APX6000 700/800 MODEL 2.5 PORTABLE / PD	324445	7/19/16	19,962.81
MSA SAN DIEGO	PW ROADWAY RECONSTRUCTION TRAINING	324446	7/19/16	440.00
NATIONAL CITY ROTARY CLUB	QUARTERLY DUES - M RODRIGUEZ	324447	7/19/16	90.00
NATIONAL CITY TROPHY	MOP 66556 RECOGNITION PLAQUES	324448	7/19/16	370.60
NGUOI VIET TODAY NEWS	NOTICE OF ELECTION - VIETNAMESE	324449	7/19/16	30.00
PROJECT PROFESSIONALS CORP	PLAZA BLVD. WIDENING PROJECT	324450	7/19/16	79,262.87
PRUDENTIAL OVERALL SUPPLY	MOP 45742 LAU	324451	7/19/16	52.16



WARRANT REGISTER #3
7/19/2016

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
QUALA TEL ENTERPRISES	HEADSET REPAIR / FIRE	324452	7/19/16	117.60
RELY ENVIRONMENTAL	PUBLIC WORKS YARD PROJECT	324453	7/19/16	7,905.00
SAM ASH MUSIC CORP	SAMSON AURO D208 8" MONITOR / HOUSING	324454	7/19/16	499.99
SAN DIEGO REGIONAL	EMPLOYEE RELATIONS CONSORTIUM / HR	324455	7/19/16	2,572.00
SAN DIEGO UNION TRIBUNE	LEGAL NOTICES ADVERTISING	324456	7/19/16	1,705.80
SASI	FLEXIBLE SPENDING JUL/AUG/SEPT 2016	324457	7/19/16	45.00
SCS ENGINEERS/FIELD SVC/ENERGY/	PD GROUNDWATER WELL DEST. PROJECT	324458	7/19/16	397.60
SHAPE UP STUDIO	FITNESS CLASSES	324459	7/19/16	400.00
SHERWIN WILLIAMS	MOP 77816 MISC SUPPLIES / NSD	324460	7/19/16	3.94
SHINN, D	REIMB: SUPPLIES FOR TINY TOTS PROGRAM	324461	7/19/16	52.06
SMART & FINAL	MOP 45756 MISC SUPPLIES / FIRE	324462	7/19/16	393.37
SMART SOURCE OF CALIFORNIA LLC	NO PARKING TOW AWAY SIGNS/PW	324463	7/19/16	2,622.98
SCST INC	EL TOYON & KIMBALL PARK PROJECT	324464	7/19/16	14,317.00
SPACESAVER INTERMOUNTAIN	POLICE DEPT. PROJECT	324465	7/19/16	378,686.78
SPIERING, R	ED REIMBURSEMENT	324466	7/19/16	150.00
STACEY POWERS	CHAIR YOGA CLASS	324467	7/19/16	100.00
STAPLES BUSINESS ADVANTAGE	MOP 45704 OFFICE SUPPLIES / NSD	324468	7/19/16	373.97
STC TRAFFIC INC	KIMBALL PARK PROJECT	324470	7/19/16	172,247.38
THE CENTRE FOR ORGANIZATION	TUITION: PUBLIC MGMNT ACADEMY/REEDER	324471	7/19/16	4,498.00
U S BANK	CREDIT CARD EXPENSE / FIRE	324472	7/19/16	650.72
U S HEALTHWORKS	VACCINE HEP B / HR	324473	7/19/16	94.00
VISION SERVICE PLAN	VISION SVC PLAN (CA) JULY 2016	324474	7/19/16	479.40
VISTA PAINT	MOP 68834 PAINT / NSD	324475	7/19/16	1,176.78
WEST TECH CONTRACTING INC	PARADISE CREEK RESTORATION PROJECT	324476	7/19/16	318,793.87
WESTERN RIM CONSTRUCTORS INC	EL TOYON & KIMBALL PARK PROJECT	324477	7/19/16	462,163.08
A/P Total				2,111,230.82
WIRED PAYMENTS				
PAYCHEX BENEFIT TECHNOLOGIES	BENETRAC ESR SVCS BASE FEE JULY 2016	165432	7/15/16	407.00
PUBLIC EMP RETIREMENT SYSTEM	SERVICE PERIOD 06/21/16 - 07/04/16	7142016	7/14/16	399,184.87
SECTION 8 HAPS				
	Start Date	End Date		
	6/29/2016	7/5/2016		7,115.00
PAYROLL				
Pay period	Start Date	End Date	Check Date	
15	7/5/2016	7/18/2016	7/27/2016	980,120.71
GRAND TOTAL				<u>\$ 3,498,058.40</u>

Certification

IN ACCORDANCE WITH SECTION 37202, 37208, 372059 OF THE GOVERNMENT CODE, WE HEREBY CERTIFY TO THE ACCURACY OF THE DEMANDS LISTED ABOVE AND TO THE AVAILABILITY OF FUNDS FOR THE PAYMENT THEREOF AND FURTHER THAT THE ABOVE CLAIMS AND DEMANDS HAVE BEEN AUDITED AS REQUIRED BY LAW.



MARK ROBERTS, FINANCE

LESLIE DEESE, CITY MANAGER

FINANCE COMMITTEE

RONALD J. MORRISON, MAYOR-CHAIRMAN

JERRY CANO, VICE-MAYOR

ALEJANDRA SOTELO-SOLIS, MEMBER

MONA RIOS, MEMBER

ALBERT MENDIVIL, MEMBER

I HEREBY CERTIFY THAT THE FOREGOING CLAIMS AND DEMANDS WERE APPROVED AND THE CITY TREASURER IS AUTHORIZED TO ISSUE SAID WARRANTS IN PAYMENT THEREOF BY THE CITY COUNCIL ON THE 16th OF AUGUST, 2016.

AYES _____

NAYS _____

ABSENT _____

The following page(s) contain the backup material for Agenda Item: Public Hearing – Conditional Use Permit for beer and wine sales at Gama Produce located at 1605 East 4th Street. (Applicant: Susana Maza) (Case File 2015-28 CUP) (Planning)

**CITY OF NATIONAL CITY, CALIFORNIA
COUNCIL AGENDA STATEMENT**

MEETING DATE: August 16, 2016

AGENDA ITEM NO.

ITEM TITLE:

Public Hearing – Conditional Use Permit for beer and wine sales at Gama Produce located at 1605 East 4th Street. (Applicant: Susana Maza) (Case File 2015-28 CUP)

PREPARED BY: Martin Reeder, AICP

PHONE: 336-4313

DEPARTMENT: Planning

APPROVED BY:

EXPLANATION:

Gama Produce applied for a Conditional Use Permit (CUP) to sell beer and wine for off-site consumption. The market has been in operation since the year 2000. Hours of operation of the market are 7:30 a.m. to 8:00 p.m. Monday to Friday, and 7:30 a.m. to 7:00 p.m. on the weekends. Proposed alcohol sales hours would be the same. A Type 20 (Off-Sale Beer and Wine) license is currently being processed with the California Department of Alcoholic Beverage Control (ABC).

The Planning Commission voted to deny the Conditional Use Permit based on overconcentration of existing alcohol licenses and the high area crime rate. City Council considered a Notice of Decision for this item on June 7, 2016, at which time the item was set for public hearing.

The attached background staff report describes the proposal in detail.

FINANCIAL STATEMENT:

ACCOUNT NO.

APPROVED:

Finance

APPROVED:

MIS

ENVIRONMENTAL REVIEW:

Not a project per CEQA

ORDINANCE: INTRODUCTION:

FINAL ADOPTION:

STAFF RECOMMENDATION:

Staff recommends approval of the Conditional Use Permit.

BOARD / COMMISSION RECOMMENDATION:

The Planning Commission denied the Conditional Use Permit.

Ayes: Baca, Garcia, Sendt

Noes: DeLaPaz, Flores

Abstain: Bush, Yamane

ATTACHMENTS:

- | | |
|--------------------------------------|---|
| 1. Overhead | 5. Site Photos |
| 2. Background Report | 6. Public Hearing Notice |
| 3. Recommended Findings & Conditions | 7. Planning Commission Staff Report |
| 4. Reduced Plans | 8. Planning Commission Resolution No. 2016-11 |

2015-28 CUP – Gama Produce (beer and wine) – Overhead



BACKGROUND REPORT

Overview

Gama Produce has applied for a Conditional Use Permit (CUP) to sell beer and wine for off-site consumption. The market has been in operation since the year 2000. Hours of operation of the market are 7:30 a.m. to 8:00 p.m. Monday to Friday, and 7:30 a.m. to 7:00 p.m. on the weekends. A Type 20 (Off-Sale Beer and Wine) license is concurrently being processed with the California Department of Alcoholic Beverage Control (ABC).

Site Characteristics

The project location is Gama Produce, a neighborhood market at the northeast corner of East 4th Street and Palm Avenue in the Minor Mixed-Use Corridor (MXC-1) zone. The existing market is approximately 2,800 square feet in size and has a 13-space parking lot. The property is located south and west of the California Army National Guard Armory. Gama Produce has been in business at this location since 2000.

Proposed Use

The applicant is requesting to sell beer and wine for off-site consumption between the current operating hours of 7:30 a.m. to 8:00 p.m. Monday to Friday, and 7:30 a.m. to 7:00 p.m. on the weekends. Beer and wine would be stored in a cooler located in the rear of the store.

Analysis

Section 18.30.050 of the National City Land Use Code allows for off-site alcohol sales with an approved Conditional Use Permit (CUP). Additional requirements for alcohol CUP's include expanded notification, a community meeting, and distance requirements.

Mailing – All property owners and occupants within a distance of 660 feet are required to be notified of a public hearing for alcohol-related CUP applications, as was done in this case. 356 people were notified by mail of this public hearing.

Community Meeting – Pursuant to Section 18.30.050 (C), a community meeting was held Wednesday, January 4, 2016 at 5:00 p.m. at the National City Chamber of Commerce. The applicant has stated that four people were in attendance. A copy of the advertisement, sign-in sheet, and minutes are attached.

Distance Requirements – Chapter 18.030.050 (D) requires that businesses that sell alcohol as a principal use maintain a 660-foot distance from schools. However, sales of alcohol in this case would be accessory to a market, and would thus not be subject to this requirement. The nearest school is El Toyon Elementary School, which is located over 800 feet away and is east of Interstate 805.

Required findings

The Municipal Code contains required findings for Conditional Use Permits. There are six required findings:

1. The proposed use is allowable within the applicable zoning district pursuant to a Conditional Use Permit and complies with all other applicable provisions of the Land Use Code.

The use is allowable within the Minor Mixed-Use Corridor zone pursuant to a Conditional Use Permit, and the proposed alcohol sales meet the required guidelines in the Land Use Code for alcohol sales, as discussed in the staff report.

2. The proposed use is consistent with the General Plan and any applicable specific plan.

Alcohol sales are permitted, subject to a Conditional Use Permit, by the Land Use Code, which is consistent with the General Plan. A market is a retail use that is consistent with the Minor Mixed-Use land use designation contained in the Land Use and Community Character (LU) section element of the General Plan. In addition, the property is not within a Specific Plan area.

3. The design, location, size, and operating characteristics of the proposed activity would be compatible with the existing and future land uses in the vicinity.

No expansion of the building is proposed. The proposal involves an existing market, which was already analyzed for traffic impacts when it was constructed. In addition, because the sale of alcohol would be accessory to the sale of other products, no measurable increase in traffic is expected. Access to and from the site is provided by Palm Avenue and East 4th Street, both collector streets. Palm Avenue north of 4th currently operates at a Level of Service (LOS) of F, while the street south of 4th has a LOS of E. East 4th Street in this location is operating at a LOS of D. Both streets are operating at or above capacity, hence the poor levels of service. However, the sale of alcohol is not expected to result in an increase in Average Daily Trips (ADT) such that the LOS would be affected, particularly as the area devoted to alcohol sales is minimal.

4. The site is physically suitable for the type, density, and intensity of use being proposed, including access, utilities, and the absence of physical constraints.

The proposed use would be accessory to the existing market use, which is located in an existing commercial area. The addition of alcohol sales is not expected to increase the demand for parking on the property.

5. Granting the permit would not constitute a nuisance or be injurious or detrimental to the public interest, health, safety, convenience, or welfare, or materially injurious to persons, property, or improvements in the vicinity and zone in which the property is located.

The proposed use will be subject to conditions that limit the sale of alcohol and restrict the hours that it will be available.

6. The proposed project has been reviewed in compliance with the California Environmental Quality Act.

The project is not considered a project under CEQA (California Environmental Quality Act), as no development is proposed. Given that there is no calculable increase in traffic and no other impacts are anticipated staff is of the opinion that the project would not result in any physical changes to the environment.

7. That the proposed use is deemed essential and desirable to the public convenience or necessity, because it will contribute to the continued viability of a market, an established and allowed use in the Minor Mixed-Use Corridor Zone.

In this case the alcohol sales will contribute to the viability of a market, an established and allowed use in the Minor Mixed-Use Corridor Zone. Alcohol sales would add to the convenience of the consumer, in that customer would be able to purchase alcohol at the same outlet that they are purchasing other products and not needing to visit multiple locations for their grocery needs.

There are also three findings for denial based on the high crime designation and amount of existing off-sale outlets, as discussed in the "Alcohol Sales Concentration/Location" section below.

Department and Agency Comments

Alcohol Sales Concentration/Location – Per ABC, there are currently four off-sale permits issued in the subject census tract (220). These permits are:

Name	Address	License Type*	CUP
Kings Liquor	1626 East 8 th Street	21	-
7-Eleven	1601 East 18 th Street	20	-
Carnival Supermarket	1750 East 8 th Street	21	-
National City Shell	1601 East 8 th Street	20	Y

* Type 20 – Off-Sale Beer and Wine
Type 21 - Off-Sale General

Of the four licenses, three are markets/liquor stores and one a gas station. The subject use is consistent with other off-sale businesses, all of which are consistent with the Mixed-Use zones.

Census tract 220 includes the area of between Palm Avenue and Interstate 805, and between Division Street and East 18th Street. The attached census tract map shows the location of the subject tract. ABC recommends a total of two off-sale alcohol permits be issued in this census tract, where four exist.

Police Department

Crime statistics provided by the Police Department (PD) indicate that the reporting area (Beat 21) had a current (January to August 2015) crime rate of 413.8%, above the 120% considered to be a high crime area. Crimes are categorized as either Part I or Part II crimes. Part I crimes are serious crimes such as homicide, robbery, assault, burglary, vehicle theft, etc. Part II crimes are less serious in nature and less commonly reported. Part II crimes include simple assault, embezzlement, narcotics, and weapons charges (among others). There is generally no specific crime reporting for alcohol-related occurrences. Alcohol is typically just referenced as a contributing factor to a particular crime (robbery, assault, etc.).

Consistent with recent policy, PD provided a Risk Assessment report on the property. The assessment assigns points based on the type of business, license concentration, and calls for service (among others) and ranks the business according to potential risk (low, medium, or high). In this case, Gama Produce received 15 points, which would indicate a medium risk. The Risk Assessment is attached.

Institute for Public Strategies (IPS)

IPS encouraged that staff and management attend Responsible Beverage Sales and Service training. The training is included as a Condition of Approval.

Conditions of Approval

Standard Conditions of Approval have been included with this permit, as well as conditions specific to off-sale alcohol sales per Council policy 707 (container size, no single sales, signage, RBSS training, etc.).

Planning Commission Action

Planning Commission conducted a public hearing on February 8, 2016, which resulted in a tie vote (no action considered taken). A new hearing was held on May 2, 2016. Seven speakers spoke in support of the proposal and seven against. Concerns were raised regarding crime rates and oversaturation of alcohol licenses. Commissioners shared the same concerns and asked additional questions regarding other businesses, training, and display area. The Commission voted to deny the Conditional Use Permit based on overconcentration of existing alcohol licenses and the high area crime rate.

Summary

The proposed use is consistent with the General Plan, because alcohol sales for off-site consumption are a conditionally-allowed use in the Minor Mixed-Use Corridor Zone. The proposed use would be accessory to the existing market use in an existing commercial area, which is not expected to increase the demand for parking or other services on the property. Gama Produce has been in business at this location since 2000. Furthermore, the addition of alcohol sales is not expected to have any significant effects on the area. Although the census tract in which the market is located is over-concentrated with regard to off-sale alcohol licenses, the subject location is a produce market where alcohol will be small portion of overall sales.

The options available to the City Council are to approve or deny the item, or to continue the item in order to request additional information. In the case of approval or denial, staff will return with a resolution at a subsequent date.

RECOMMENDED FINDINGS FOR APPROVAL

2015-28 CUP, 1605 East 4th Street

1. That the proposed use is allowable within the applicable zoning district pursuant to a Conditional Use Permit and complies with all other applicable provisions of the Land Use Code, because alcohol sales for off-site consumption are a conditionally-allowed use in the Minor Mixed-Use Corridor Zone.
2. That the proposed use is consistent with the General Plan and any applicable specific plans, because alcohol sales are permitted, subject to a Conditional Use Permit, by the Land Use Code, which is consistent with the General Plan. A market is a retail use that is consistent with the Minor Mixed-Use land use designation contained in the Land Use and Community Character (LU) section element of the General Plan. In addition, the property is not within a Specific Plan area
3. That the design, location, size, and operating characteristics of the proposed activity would be compatible with the existing and future land uses in the vicinity, because no expansion is proposed, because the proposed use would be accessory to an existing market use in an existing commercial area, and because the sale of beer is not expected to appreciably increase traffic on East 4th Street or Palm Avenue based on the current capacity and traffic numbers.
4. That the site is physically suitable for the type, density, and intensity of use being proposed, including access, utilities, and the absence of physical constraints, because the proposed use would be accessory to an existing market use in an existing commercial area, which is not expected to increase the demand for parking on the property.
5. Granting the permit would not constitute a nuisance or be injurious or detrimental to the public interest, health, safety, convenience, or welfare, or materially injurious to persons, property, or improvements in the vicinity and zone in which the property is located, because the proposed use will be compatible with other businesses in the same census tract; and because the proposed use will be subject to conditions that limit the sale of alcohol and restrict the hours that it will be available.
6. That the proposed project has been reviewed in compliance with the California Environmental Quality Act, because it has been determined that the proposed use is not a project per the Act; There is no calculable increase in traffic and no

other impacts are anticipated; therefore, the project would not result in any physical changes to the environment.

7. That the proposed use is deemed essential and desirable to the public convenience and necessity, because it will contribute to the continued viability of a market, an established and allowed use in the Minor Mixed-Use Corridor Zone. Alcohol sales would add to the convenience of the consumer, in that customer would be able to purchase alcohol at the same outlet that they are purchasing other products and not needing to visit multiple locations for their grocery needs.
8. That based on findings 1 through 7 above, public convenience and necessity will be served by a proposed use of the property for the retail sales of alcoholic beverages pursuant to law.

RECOMMENDED FINDINGS FOR DENIAL

2015-28 CUP, 1605 East 4th Street

1. Granting the permit would constitute a nuisance or be injurious or detrimental to the public interest, health, safety, convenience, or welfare, or materially injurious to persons, property, or improvements in the vicinity and zone in which the property is located, because the census tract in which the subject property is located is currently over-concentrated with regard to off-sale alcohol outlets – four off-sale outlets are permitted where two are recommended by the California Department of Alcoholic Beverage Control. – and the area has a high crime rate.
2. That the proposed use is not deemed essential and desirable to the public convenience and necessity, because four other off-sale alcohol outlets are located in the same census tract as the subject property.
3. That based on findings 1 and 2 above, public convenience and necessity will not be served by a proposed use of the property for the retail sales of alcoholic beverages pursuant to law.

RECOMMENDED CONDITIONS OF APPROVAL

2015-28 CUP, 1605 East 4th Street

General

1. This *Conditional Use Permit* authorizes the sale of beer and wine at an existing market located at 1605 East 4th Street. The display of alcoholic beverages shall be limited to an area in substantial conformance with Exhibit A, Case File No. 2015-28 CUP, dated 11/18/2015.
2. This permit shall become null and void if not exercised within one year after adoption of the Resolution of approval unless extended according to procedures specified in the Municipal Code.
3. This permit shall expire if the use authorized by this resolution is discontinued for a period of 12 months or longer. This permit may also be revoked, pursuant to provisions of the Land Use Code, if discontinued for any lesser period of time.
4. This *Conditional Use Permit* may be revoked if the operator is found to be in violation of Conditions of Approval.
5. Before this *Conditional Use Permit* shall become effective, the applicant and the property owner both shall sign and have notarized an Acceptance Form, provided by the Planning Department, acknowledging and accepting all conditions imposed upon the approval of this permit. Failure to return the signed and notarized Acceptance Form within 30 days of its receipt shall automatically terminate the *Conditional Use Permit*. The applicant shall also submit evidence to the satisfaction of the Executive Director that a Notice of Restriction on Real Property is recorded with the County Recorder. The applicant shall pay necessary recording fees to the County. The Notice of Restriction shall provide information that conditions imposed by approval of the *Conditional Use Permit* are binding on all present or future interest holders or estate holders of the property. The Notice of Restriction shall be approved as to form by the City Attorney and signed by the Executive Director prior to recordation.

Planning

6. The sale of alcoholic beverages shall be limited to the hours of 7:30 a.m. to 8:00 p.m. Monday to Friday and 7:30 a.m. to 7:00 p.m. on weekends.
7. The sale of beer or malt beverages in quantities of quarts, 22-ounce, 32-ounce, 40-ounce, or similar size containers is prohibited.
8. No beer products shall be sold of less than manufacturer's pre-packaged three-pack quantities of 24 ounce cans per sale. There shall be no sale of single cans or bottles.

9. No sale of wine or distilled spirits shall be sold in containers of less than 750 milliliters. The sale of wine with an alcoholic content greater than 15% by volume is prohibited.
10. Flavored malt beverages, also known as premium malt beverages and flavored malt coolers, and sometimes commonly referred to as wine coolers, may be sold only by four-pack or other manufacturer's prepackaged multi-unit quantities.
11. The consumption of alcoholic beverages is prohibited on the subject premises, and on all parking lots and outbuildings and any property or adjacent property under the control of the applicant.
12. All cups and containers shall be sold at or above prevailing prices and in their original multi-container packages of no fewer than 12, and no cups and containers shall be given free of charge.
13. Ice may be sold only at or about prevailing prices in the area and in quantities of not less than three pounds per sale. Ice shall not be provided free of charge.
14. Permittee shall post signs on the exterior building walls in compliance with Chapter 10.30.070 of the National City Municipal Code. Additionally, the permittee shall post signs, to be approved by the Planning Department, at each entrance to the applicant's premises and parking lot, prohibiting loitering and consumption of alcohol on the premises and adjacent property under his control. Said signs shall not be less than 17 by 22 inches in size, with lettering not less than one inch in height. The signs shall read as follows:
 - a. "No open alcoholic beverage containers are allowed on these premises."
 - b. "No loitering is allowed."
15. Containers of distilled spirits may not be stored on the premises, after being sold to patrons, for the purpose of later consumption.
16. Exterior advertising and signs of all types, promoting or indicating the availability of alcoholic beverages, including advertising/signs directed to the exterior from within, are prohibited. Interior displays of alcoholic beverages and signs, which are clearly visible to the exterior, shall constitute a violation of this condition.
17. The quarterly gross sales of alcoholic beverages shall not exceed the gross sales of all other commodities during the same period. The applicant shall at all times keep records which reflect separately the gross sales of alcoholic beverages and the gross sales of all other items. Said records shall be kept no less frequently than on a quarterly basis and shall be made available to the City Finance Department and any Peace Officer of the California Department of Alcoholic Beverage Control upon demand.

18. All sellers and servers of alcohol shall receive Responsible Beverage Service and Sales (RBSS) training, including all owners, and managers. The RBSS training must be certified by the Department of Alcoholic Beverage Control (ABC). Proof of completion of an approved RBSS program must be provided prior to issuance of a city business license. As part of the RBSS training, the permittee shall make available a domestic violence training session as provided by the Institute of Public Strategies.

Police

19. Permittee shall comply with all regulatory provisions of the Business and Professions Code that pertain to the sale, display and marketing or merchandising of alcoholic beverages.

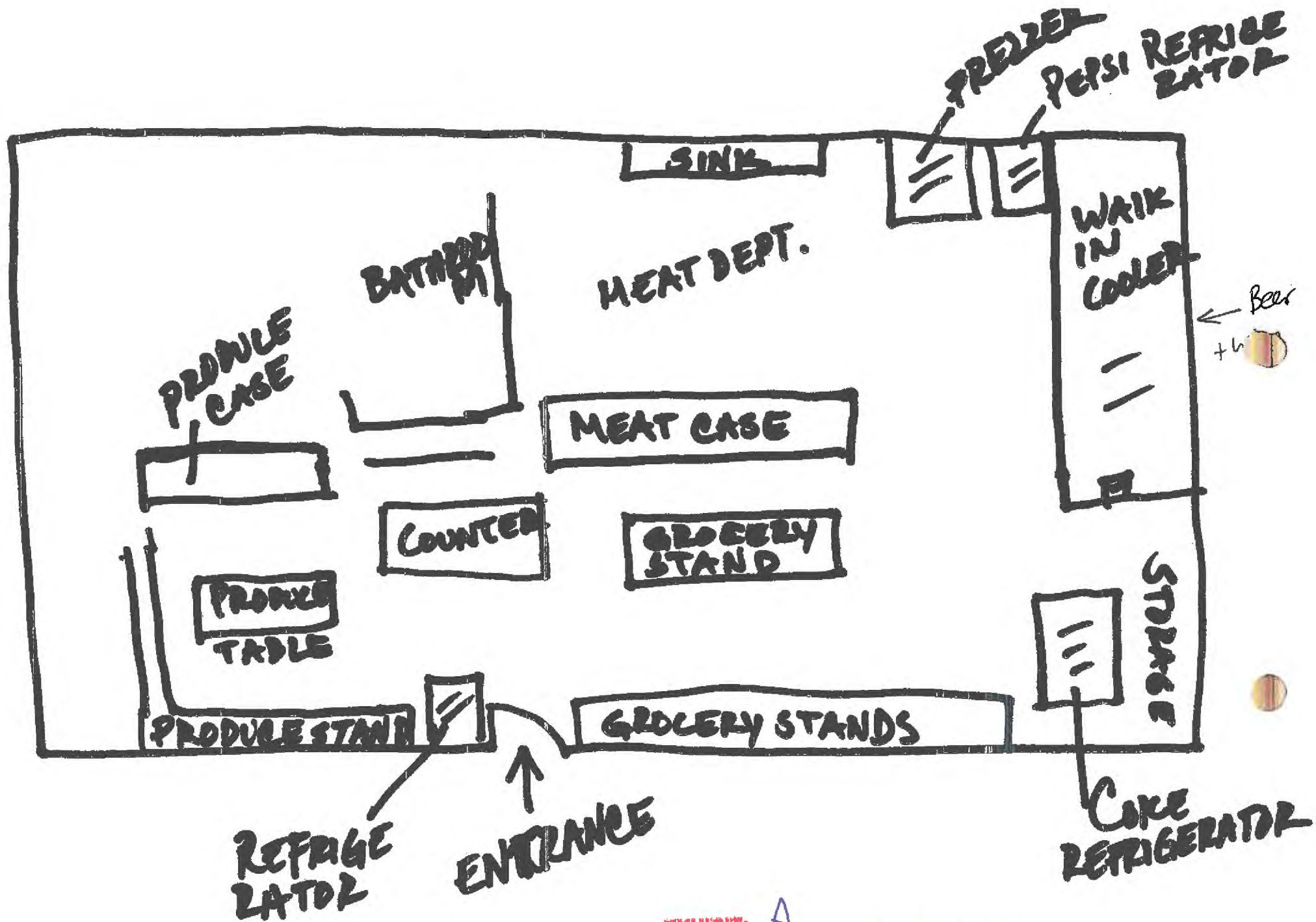


EXHIBIT: A
CASE FILE NO.: 2015-28 cup
DATE: 11/18/2015

2015-28 CUP – Gamma Produce (beer and wine) – Site Photos



Interior of market from entrance



Cooler where alcohol will be displayed



CITY OF NATIONAL CITY

Office of the City Clerk

1243 National City Blvd., National City, California 91950

619-336-4228 phone / 619-336-4229 fax

Michael R. Dalla, CMC - City Clerk

**CORRECTED
NOTICE OF PUBLIC HEARING**

NOTICE IS HEREBY GIVEN that the City Council of the City of National City will hold a Public Hearing after the hour of **6:00 p.m., Tuesday, August 16, 2016**, in the City Council Chambers, Civic Center, 1243 National City Blvd., National City, CA., to consider a:

**CONDITIONAL USE PERMIT FOR BEER AND WINE SALES
AT GAMA PRODUCE LOCATED AT 1605 EAST 4TH STREET**

The Public Hearing is being rescheduled and renoticed due to an error in a previous Public Hearing Notice.

Anyone interested in this matter may appear at the above time and place and be heard.

If you challenge the nature of the proposed action in court, you may be limited to raising only those issues you or someone else raised at the Public Hearing described in this notice, or in written correspondence delivered to the undersigned, or to the City Council of the City of National City at, or prior to, the Public Hearing.

The Planning Commission conducted a Public Hearing at their meeting of May 2, 2016 and voted to recommend denial of the Conditional Use Permit by a vote of 3 to 2 with 2 members absent.

August 3, 2016

A handwritten signature in black ink, appearing to read "Michael R. Dalla", is written over a horizontal line.

Michael R. Dalla, CMC
City Clerk



CITY OF NATIONAL CITY - PLANNING DEPARTMENT
1243 NATIONAL CITY BLVD., NATIONAL CITY, CA 91950

PLANNING COMMISSION STAFF REPORT

Title: CONDITIONAL USE PERMIT FOR BEER AND WINE
SALES AT GAMA PRODUCE LOCATED AT 1605
EAST 4TH STREET.

Case File No.: 2015-28 CUP

Property Location: Northeast corner of Palm Avenue and East 4th Street

Assessor's Parcel No.: 554-050-19

Staff report by: Martin Reeder, AICP – Principal Planner

Applicant: Susana Maza

Property owner: Stephen Reynolds

Zoning designation: Minor Mixed-Use Corridor (MXC-1)

Adjacent land use/zoning:

North: California Army National Guard Armory / I (Institutional)

East: California Army National Guard Armory / I (Institutional)

South: Residential & Commercial use across East 4th Street /
MXC-1

West: Vacant commercial building / MXC-1

Environmental review: Not a project per CEQA

Staff Recommendation: Approve based on attached findings and subject to
attached Conditions of Approval

BACKGROUND

Gama Produce has applied for a Conditional Use Permit (CUP) to sell beer and wine for off-site consumption. The market has been in operation since the year 2000. Hours of operation of the market are 7:30 a.m. to 8:00 p.m. Monday to Friday, and 7:30 a.m. to 7:00 p.m. on the weekends. A Type 20 (Off-Sale Beer and Wine) license is concurrently being processed with the California Department of Alcoholic Beverage Control (ABC).

Previous Action

This item was on the Planning Commission agenda of February 8, 2016. At that time a motion to approve the CUP ended in a three to three tie vote (one member was absent). In the case of a tie vote and in absence of a specific rule, no action is considered taken. In a quasi-judicial hearing and in the interest of due process, the applicant is entitled to a decision – a finding of approval or denial of the CUP. Therefore, the item has been re-noticed in order for the Planning Commission to hear the item anew. It is important to note that this is not a continued public hearing, but rather a completely new hearing.

At the previous hearing, two community members spoke in opposition of the application citing existing outlets and high crime in the area. In March, a petition against the project was submitted to staff. The petition has 130 signatures and is attached for your review.

Site Characteristics

The project location is Gama Produce, a neighborhood market at the northeast corner of East 4th Street and Palm Avenue in the Minor Mixed-Use Corridor (MXC-1) zone. The existing market is approximately 2,800 square feet in size and has a 13-space parking lot. The property is located south and west of the California Army National Guard Armory. Gama Produce has been in business at this location since 2000.

Proposed Use

The applicant is requesting to sell beer and wine for off-site consumption between the current operating hours of 7:30 a.m. to 8:00 p.m. Monday to Friday, and 7:30 a.m. to 7:00 p.m. on the weekends. Beer and wine would be stored in a cooler located in the rear of the store.

Analysis

Section 18.30.050 of the National City Land Use Code allows for off-site alcohol sales with an approved Conditional Use Permit (CUP). Additional requirements for alcohol CUP's include expanded notification, a community meeting, and distance requirements.

Mailing – All property owners and occupants within a distance of 660 feet are required to be notified of a public hearing for alcohol-related CUP applications, as was done in this case. 356 people were notified by mail of this public hearing.

Community Meeting – Pursuant to Section 18.30.050 (C), a community meeting was held Wednesday, January 4, 2016 at 5:00 p.m. at the National City Chamber of Commerce. The applicant has stated that four people were in attendance. A copy of the advertisement, sign-in sheet, and minutes are attached.

Distance Requirements – Chapter 18.030.050 (D) requires that businesses that sell alcohol as a principal use maintain a 660-foot distance from schools. However, sales of alcohol in this case would be accessory to a market, and would thus not be subject to this requirement. The nearest school is El Toyon Elementary School, which is located over 800 feet away and is east of Interstate 805.

Required findings

The Municipal Code contains required findings for Conditional Use Permits. There are six required findings:

1. The proposed use is allowable within the applicable zoning district pursuant to a Conditional Use Permit and complies with all other applicable provisions of the Land Use Code.

The use is allowable within the Minor Mixed-Use Corridor zone pursuant to a Conditional Use Permit, and the proposed alcohol sales meet the required guidelines in the Land Use Code for alcohol sales, as discussed in the staff report.

2. The proposed use is consistent with the General Plan and any applicable specific plan.

Alcohol sales are permitted, subject to a Conditional Use Permit, by the Land Use Code, which is consistent with the General Plan. A market is a retail use that is consistent with the Minor Mixed-Use land use designation contained in the Land Use and Community Character (LU) section element of the General Plan. In addition, the property is not within a Specific Plan area.

3. The design, location, size, and operating characteristics of the proposed activity would be compatible with the existing and future land uses in the vicinity.

No expansion of the building is proposed. The proposal involves an existing market, which was already analyzed for traffic impacts when it was constructed. In addition, because the sale of alcohol would be accessory to the sale of other products, no measurable increase in traffic is expected. Access to and from the site is provided by Palm Avenue and East 4th Street, both collector streets. Palm Avenue north of 4th currently operates at a Level of Service (LOS) of F, while the street south of 4th has a

LOS of E. East 4th Street in this location is operating at a LOS of D. Both streets are operating at or above capacity, hence the poor levels of service. However, the sale of alcohol is not expected to result in an increase in Average Daily Trips (ADT) such that the LOS would be affected, particularly as the area devoted to alcohol sales is minimal.

4. The site is physically suitable for the type, density, and intensity of use being proposed, including access, utilities, and the absence of physical constraints.

The proposed use would be accessory to the existing market use, which is located in an existing commercial area. The addition of alcohol sales is not expected to increase the demand for parking on the property.

5. Granting the permit would not constitute a nuisance or be injurious or detrimental to the public interest, health, safety, convenience, or welfare, or materially injurious to persons, property, or improvements in the vicinity and zone in which the property is located.

The proposed use will be subject to conditions that limit the sale of alcohol and restrict the hours that it will be available.

6. The proposed project has been reviewed in compliance with the California Environmental Quality Act.

The project is not considered a project under CEQA (California Environmental Quality Act), as no development is proposed. Given that there is no calculable increase in traffic and no other impacts are anticipated staff is of the opinion that the project would not result in any physical changes to the environment.

7. That the proposed use is deemed essential and desirable to the public convenience or necessity, because it will contribute to the continued viability of a market, an established and allowed use in the Minor Mixed-Use Corridor Zone.

In this case the alcohol sales will contribute to the viability of a market, an established and allowed use in the Minor Mixed-Use Corridor Zone. Alcohol sales would add to the convenience of the consumer, in that customer would be able to purchase alcohol at the same outlet that they are purchasing other products and not needing to visit multiple locations for their grocery needs.

There are also three findings for denial based on the high crime designation and amount of existing off-sale outlets, as discussed in the "Alcohol Sales Concentration/Location" section below.

Department and Agency Comments

Alcohol Sales Concentration/Location – Per ABC, there are currently four off-sale permits issued in the subject census tract (220). These permits are:

Name	Address	License Type*	CUP
Kings Liquor	1626 East 8 th Street	21	-
7-Eleven	1601 East 18 th Street	20	-
Carnival Supermarket	1750 East 8 th Street	21	-
National City Shell	1601 East 8 th Street	20	Y

* Type 20 – Off-Sale Beer and Wine

Type 21 - Off-Sale General

Of the four licenses, three are markets/liquor stores and one a gas station. The subject use is consistent with other off-sale businesses, all of which are consistent with the Mixed-Use zones.

Census tract 220 includes the area of between Palm Avenue and Interstate 805, and between Division Street and East 18th Street. The attached census tract map shows the location of the subject tract. ABC recommends a total of two off-sale alcohol permits be issued in this census tract, where four exist.

Police Department

Crime statistics provided by the Police Department (PD) indicate that the reporting area (Beat 21) had a current (January to August 2015) crime rate of 413.8%, above the 120% considered to be a high crime area. Crimes are categorized as either Part I or Part II crimes. Part I crimes are serious crimes such as homicide, robbery, assault, burglary, vehicle theft, etc. Part II crimes are less serious in nature and less commonly reported. Part II crimes include simple assault, embezzlement, narcotics, and weapons charges (among others). There is generally no specific crime reporting for alcohol-related occurrences. Alcohol is typically just referenced as a contributing factor to a particular crime (robbery, assault, etc.).

Consistent with recent policy, PD provided a Risk Assessment report on the property. The assessment assigns points based on the type of business, license concentration, and calls for service (among others) and ranks the business according to potential risk (low, medium, or high). In this case, Gama Produce received 15 points, which would indicate a medium risk. The Risk Assessment is attached.

Institute for Public Strategies (IPS)

IPS encouraged that staff and management attend Responsible Beverage Sales and Service training. The training is included as a Condition of Approval.

Conditions of Approval

Standard Conditions of Approval have been included with this permit, as well as conditions specific to off-sale alcohol sales per Council policy 707 (container size, no single sales, signage, RBSS training, etc.).

Summary

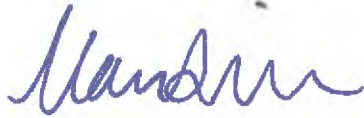
The proposed use is consistent with the General Plan, because alcohol sales for off-site consumption are a conditionally-allowed use in the Minor Mixed-Use Corridor Zone. The proposed use would be accessory to the existing market use in an existing commercial area, which is not expected to increase the demand for parking or other services on the property. Gama Produce has been in business at this location since 2000. Furthermore, the addition of alcohol sales is not expected to have any significant effects on the area. Although the census tract in which the market is located is over-concentrated with regard to off-sale alcohol licenses, the subject location is a produce market where alcohol will be small portion of overall sales.

OPTIONS

1. Approve 2015-28 CUP subject to the conditions listed below, based on attached findings; or
2. Deny 2015-28 CUP based on attached findings/findings to be determined by the Planning Commission; or
3. Continue the item in order to obtain additional information.

ATTACHMENTS

1. Recommended Findings
2. Recommended Conditions
3. Overhead
4. Site photos
5. Applicant's Plans (Exhibit A, Case File No. 2015-28 CUP, dated 11/18/2015)
6. Community meeting advertisement, sign-in sheet, and minutes
7. Police Department and Institute for Public Strategies comments
8. Census Tract Map and Police Beat Map
9. Public Hearing Notice (Sent to 258 property owners and occupants)
10. Public correspondence



MARTIN REEDER, AICP
Principal Planner



BRAD RAULSTON
Executive Director

RECOMMENDED CONDITIONS OF APPROVAL

2015-28 CUP, 1605 East 4th Street

General

1. This *Conditional Use Permit* authorizes the sale of beer and wine at an existing market located at 1605 East 4th Street. The display of alcoholic beverages shall be limited to an area in substantial conformance with Exhibit A, Case File No. 2015-28 CUP, dated 11/18/2015.
2. This permit shall become null and void if not exercised within one year after adoption of the Resolution of approval unless extended according to procedures specified in the Municipal Code.
3. This permit shall expire if the use authorized by this resolution is discontinued for a period of 12 months or longer. This permit may also be revoked, pursuant to provisions of the Land Use Code, if discontinued for any lesser period of time.
4. This *Conditional Use Permit* may be revoked if the operator is found to be in violation of Conditions of Approval.
5. Before this *Conditional Use Permit* shall become effective, the applicant and the property owner both shall sign and have notarized an Acceptance Form, provided by the Planning Department, acknowledging and accepting all conditions imposed upon the approval of this permit. Failure to return the signed and notarized Acceptance Form within 30 days of its receipt shall automatically terminate the *Conditional Use Permit*. The applicant shall also submit evidence to the satisfaction of the Executive Director that a Notice of Restriction on Real Property is recorded with the County Recorder. The applicant shall pay necessary recording fees to the County. The Notice of Restriction shall provide information that conditions imposed by approval of the *Conditional Use Permit* are binding on all present or future interest holders or estate holders of the property. The Notice of Restriction shall be approved as to form by the City Attorney and signed by the Executive Director prior to recordation.

Planning

6. The sale of beer or malt beverages in quantities of quarts, 22-ounce, 32-ounce, 40-ounce, or similar size containers is prohibited.
7. No beer products shall be sold of less than manufacturer's pre-packaged three-pack quantities of 24 ounce cans per sale. There shall be no sale of single cans or bottles.
8. No sale of wine or distilled spirits shall be sold in containers of less than 750 milliliters. The sale of wine with an alcoholic content greater than 15% by volume is prohibited.

9. Flavored malt beverages, also known as premium malt beverages and flavored malt coolers, and sometimes commonly referred to as wine coolers, may be sold only by four-pack or other manufacturer's prepackaged multi-unit quantities.
10. The consumption of alcoholic beverages is prohibited on the subject premises, and on all parking lots and outbuildings and any property or adjacent property under the control of the applicant.
11. All cups and containers shall be sold at or above prevailing prices and in their original multi-container packages of no fewer than 12, and no cups and containers shall be given free of charge.
12. Ice may be sold only at or about prevailing prices in the area and in quantities of not less than three pounds per sale. Ice shall not be provided free of charge.
13. Permittee shall post signs on the exterior building walls in compliance with Chapter 10.30.070 of the National City Municipal Code. Additionally, the permittee shall post signs, to be approved by the Planning Department, at each entrance to the applicant's premises and parking lot, prohibiting loitering and consumption of alcohol on the premises and adjacent property under his control. Said signs shall not be less than 17 by 22 inches in size, with lettering not less than one inch in height. The signs shall read as follows:
 - a. "No open alcoholic beverage containers are allowed on these premises."
 - b. "No loitering is allowed."
14. Containers of distilled spirits may not be stored on the premises, after being sold to patrons, for the purpose of later consumption.
15. Exterior advertising and signs of all types, promoting or indicating the availability of alcoholic beverages, including advertising/signs directed to the exterior from within, are prohibited. Interior displays of alcoholic beverages and signs, which are clearly visible to the exterior, shall constitute a violation of this condition.
16. The quarterly gross sales of alcoholic beverages shall not exceed the gross sales of all other commodities during the same period. The applicant shall at all times keep records which reflect separately the gross sales of alcoholic beverages and the gross sales of all other items. Said records shall be kept no less frequently than on a quarterly basis and shall be made available to the City Finance Department and any Peace Officer of the California Department of Alcoholic Beverage Control upon demand.

Police

17. Permittee shall comply with all regulatory provisions of the Business and Professions Code that pertain to the sale, display and marketing or merchandising of alcoholic beverages.



GAMA PRODUCE

619-477-2374

Dear community member,

Gama Produce has recently applied for a beer and wine sales license in National City. It's my hope to serve the community even more as the best priced, fresh produce and every day item store in National City with this addition. The community is very important to me and I want to hear what you have to say as well as answer questions or concerns. To do this, we will hold a community meeting to discuss our C.U.P. License to sell beer and wine in the store.

The community meeting will take place at:

901 National City Blvd.,

National City, CA 92950

On

Jan 4th, 2016 from 5:00pm to 8:00pm PST.

I will personally be on hand to address any issues or concerns as well as answer any questions regarding the additional license to sell beer and wine at the store. We hope you can attend and meet with us. If you have any questions or issues please visit our website at www.GamaProduce.vpweb.com or contact Susana at GamaProduce@outlook.com

Sincerely,

Susana Maza

Owner

CONTACTS

[illegible]

Gama Produce Community Meeting minutes

January 4, 2016

Begin: 5:00 p.m.

Welcome and thanks for coming to the meeting.

Description of request and operation.

Questions about products sold and hours of operations.

End: 5:35 p.m.



NATIONAL CITY POLICE DEPARTMENT
ALCOHOL BEVERAGE CONTROL
RISK ASSESSMENT

DATE: 12/03/15

BUSINESS NAME: Gama Produce

ADDRESS: 1606 East 4th Street, National City, CA 91950

OWNER NAME: Carlos & Susana Maza DOB: Not Disclosed

OWNER ADDRESS: 1605 East 4th Street, National City, CA 91950

(add additional owners on page 2)

I. Type of Business

- ☐ Restaurant (1 pt)
☒ Market (2 pts)
☐ Bar/Night Club (3 pts)

II. Hours of Operation

- ☐ Daytime hours (1 pt)
☒ Close by 10pm (2 pts)
☐ Close after 10pm (3 pts)

III. Entertainment

- ☐ Music (1 pt)
☐ Live Music (2 pts)
☐ Dancing/Live Music (3 pts)

IV. Crime Rate

- ☐ Low (1 pt)
☐ Medium (2 pts)
☒ High (3 pts)

V. Alcohol Businesses per Census Tract

- ☐ Below (1 pt)
☐ Average (2 pts)
☒ Above (3 pts)

Notes:

Crime Rate - over 120% (413.8%)

Census Tract - 220

Allowed Type 20 - (Off-sale, Beer & Wine)

Currently allowed On-sale - 5 / Currently have - 3

Currently allowed Off-sale - 2 / Currently have - 4

Over saturation

VI. Calls for Service at Location (for previous 6 months)

- ☐ Below (1 pt)
☒ Average (2 pts)
☐ Above (3 pts)

VII. Proximity Assessment (1/4 mile radius of location)

- ☐ Mostly commercial businesses (1 pt)
☐ Some businesses, some residential (2 pts)
☒ Mostly residential (3 pts)

Low Risk (12pts or less)
Medium Risk (13 – 18pts)
High Risk (19 – 24pts)

Total Points 15

VIII. Owner(s) records check

- ☒ No criminal incidents (0 pts)
☐ Minor criminal incidents (2 pts)
☐ Multiple/Major criminal incidents (3 pts)

OWNER NAME: Carlos Maza DOB: Not Disclosed

OWNER ADDRESS: 1605 East 4th Street, National City, CA 91950

OWNER NAME: Susana Maza DOB: Not Disclosed

OWNER ADDRESS: 1605 East 4th Street, National City, CA 91950

Recommendation:

- NCPD does not have a proactive enforcement unit for ABC outlets.
- Within 100' of residences, El Toyon school and park near-by.
- (5) on-sale and (2) Off-sale licenses are allowed in the census tract
- Census tract 220 currently has (3) On-sale and (4) Off-Sale.
- Over saturation by double for Off-Sale establishments.
- ABC states - Area is considered "High Crime Rate," The census tract is "Over Concentrated."
- Crime Rate for Beat 21 - 413.8%, nearly 4 times the rate of a "High Crime Rate" defined by ABC

Completed by: Graham Young, Lt. Badge ID: 365



**California Department of Alcoholic Beverage Control
For the County of SAN DIEGO - (Retail Licenses)
and Census Tract = 220**

Report as of 10/25/2015

License Number	Status	License Type	Orig. Iss. Date	Expir Date	Primary Owner and Premises Addr.	Business Name	Mailing Address	Geo Code
1) 264361	ACTIVE	48	9/20/1991	1/31/2016	BUD MOHLER INC 419 PALM AVE NATIONAL CITY, CA 91950 Census Tract: 0220.00	ALOTTAS	3515 VALLEY VISTA RD BONITA, CA 91902	3708
2) 350706	ACTIVE	21	3/12/1999	5/31/2016	SHOSHANI, GEORGE HANNA 1626 E 8TH ST NATIONAL CITY, CA 91950 Census Tract: 0220.00	KINGS LIQUOR		3708
3) 388986	ACTIVE	20	5/28/2003	5/30/2016	7 ELEVEN INC 1601 E 18TH ST NATIONAL CITY, CA 91950 Census Tract: 0220.00	7 ELEVEN 2131 17265	PO BOX 219088, ATT: 7 ELEVEN LICENSING DALLAS, TX 75221-9088	3708
4) 408542	ACTIVE	21	3/25/2004	12/31/2015	CARNIVAL SUPERMARKET INC 1750 E 8TH ST NATIONAL CITY, CA 91950 Census Tract: 0220.00	CARNIVAL SUPERMARKET		3708
5) 459110	ACTIVE	41	11/20/2007	10/31/2015	FHOP INC 1900 E PLAZA BLVD NATIONAL CITY, CA 91950-3703 Census Tract: 0220.00	FAMILY HOUSE OF PANCAKES		3708
6) 508904	ACTIVE	41	7/25/2011 2:49:59 PM	5/30/2016	LI, SHIHUI 1819 E PLAZA BLVD NATIONAL CITY, CA 91950-3701 Census Tract: 0220.00	BISTRO CITY		3708
7) 540773	ACTIVE	20	4/10/2014 1:32:10 PM	3/31/2016	VINTNERS DISTRIBUTORS INC 1601 E 8TH ST NATIONAL CITY, CA 91950 Census Tract: 0220.00	NATIONAL CITY SHELL	41805 ALBRAE ST, 2ND FL FREMONT, CA 94538-3120	3708

alone - 3

OFF-SMB - A

--- End of Report ---

For a definition of codes, view our [glossary](#).

DEPARTMENT OF ALCOHOLIC BEVERAGE CONTROL
NUMBER OF LICENSES AUTHORIZED
BY CENSUS TRACT

County Name	County Population	County Ratio On Sale	County Ratio Off Sale	Census Tract #	Census Tract Population	On Sale	Off Sale
SAN DIEGO	3,227,496	790	1,564	203.06	8,694	11	5
SAN DIEGO	3,227,496	790	1,564	203.07	7,170	9	4
SAN DIEGO	3,227,496	790	1,564	203.08	5,743	7	3
SAN DIEGO	3,227,496	790	1,564	203.09	3,945	4	2
SAN DIEGO	3,227,496	790	1,564	204.01	2,369	2	1
SAN DIEGO	3,227,496	790	1,564	204.03	4,107	5	2
SAN DIEGO	3,227,496	790	1,564	204.04	5,070	6	3
SAN DIEGO	3,227,496	790	1,564	204.05	3,412	4	2
SAN DIEGO	3,227,496	790	1,564	205.00	5,196	6	3
SAN DIEGO	3,227,496	790	1,564	206.01	5,560	7	3
SAN DIEGO	3,227,496	790	1,564	206.02	5,859	7	3
SAN DIEGO	3,227,496	790	1,564	207.05	4,635	5	2
SAN DIEGO	3,227,496	790	1,564	207.06	6,286	7	4
SAN DIEGO	3,227,496	790	1,564	207.07	4,734	5	3
SAN DIEGO	3,227,496	790	1,564	207.08	3,437	4	2
SAN DIEGO	3,227,496	790	1,564	207.09	8,007	10	5
SAN DIEGO	3,227,496	790	1,564	207.10	1,749	2	1
SAN DIEGO	3,227,496	790	1,564	208.01	5,230	6	3
SAN DIEGO	3,227,496	790	1,564	208.05	3,501	4	2
SAN DIEGO	3,227,496	790	1,564	208.06	5,846	7	3
SAN DIEGO	3,227,496	790	1,564	208.07	2,599	3	1
SAN DIEGO	3,227,496	790	1,564	208.09	6,778	8	4
SAN DIEGO	3,227,496	790	1,564	208.10	5,266	6	3
SAN DIEGO	3,227,496	790	1,564	208.11	5,650	7	3
SAN DIEGO	3,227,496	790	1,564	209.02	2,122	2	1
SAN DIEGO	3,227,496	790	1,564	209.03	3,192	4	2
SAN DIEGO	3,227,496	790	1,564	209.04	3,075	3	1
SAN DIEGO	3,227,496	790	1,564	210.00	4,440	5	2
SAN DIEGO	3,227,496	790	1,564	211.00	7,589	9	4
SAN DIEGO	3,227,496	790	1,564	212.02	3,156	3	2
SAN DIEGO	3,227,496	790	1,564	212.04	5,239	6	3
SAN DIEGO	3,227,496	790	1,564	212.05	6,801	8	4
SAN DIEGO	3,227,496	790	1,564	212.06	2,995	3	1
SAN DIEGO	3,227,496	790	1,564	213.02	7,361	9	4
SAN DIEGO	3,227,496	790	1,564	213.03	8,981	11	5
SAN DIEGO	3,227,496	790	1,564	213.04	2,816	3	1
SAN DIEGO	3,227,496	790	1,564	214.00	7,025	9	4
SAN DIEGO	3,227,496	790	1,564	215.00	8,846	11	5
SAN DIEGO	3,227,496	790	1,564	216.00	3,391	4	2
SAN DIEGO	3,227,496	790	1,564	218.00	2,022	2	1
SAN DIEGO	3,227,496	790	1,564	219.00	5,816	8	4
SAN DIEGO	3,227,496	790	1,564	220.00	4,186	5	2
SAN DIEGO	3,227,496	790	1,564	221.00	9,082	11	5
SAN DIEGO	3,227,496	790	1,564	9901.00	0	0	0
SAN FRANCISCO	845,602	275	1,060	101.00	3,739	13	3
SAN FRANCISCO	845,602	275	1,060	102.00	4,143	15	3
SAN FRANCISCO	845,602	275	1,060	103.00	3,852	14	3
SAN FRANCISCO	845,602	275	1,060	104.00	4,545	16	4
SAN FRANCISCO	845,602	275	1,060	105.00	2,685	9	2
SAN FRANCISCO	845,602	275	1,060	106.00	3,894	14	3
SAN FRANCISCO	845,602	275	1,060	107.00	5,592	20	5
SAN FRANCISCO	845,602	275	1,060	108.00	4,578	16	4



ABC Report 2015 ABC Report by Beats

Required Parameters

Reporting Period: 01/2015 to 09/2015

Agency: NATIONAL CITY

Optional Parameters

Geographical Area:

Group by: Beat

Prior Report Number: B98S328R

Total Part 1 Crime and Part 2 Arrest for Agency: 3,238

Total Beat: 14

Average Total per Beat: 231.3

(120% or above is High Crime Area indicated by *)

	Beat	Totals	% Average by Beat
1	011	0	0.0%
2	014	0	0.0%
3	020	969	419.0%*
4	021	957	413.8%*
5	023	763	329.9%*
6	024	545	235.6%*
7	434	0	0.0%
8	441	0	0.0%
9	514	0	0.0%
10	521	0	0.0%
11	722	0	0.0%
12	999	4	1.7%



ABC Report
2015 ABC Report by Beats

Required Parameters

Reporting Period: 01/2015 to 09/2015
Agency: NATIONAL CITY

Optional Parameters

Geographical Area:
Group by: Beat

Prior Report Number: B98S328R

CRIME TYPES	CRIME TOTALS
CRIMINAL HOMICIDE	0
FORCIBLE RAPE	14
ROBBERY	112
AGGRAVATED ASSAULT	165
BURGLARY	132
LARCENY	720
MOTOR VEHICLE THEFT	211
Total Part I Crime:	1,354

ARREST TYPES	ARREST TOTALS
SIMPLE ASSAULT	44
OTHER PART II CRIMES	1,202
CHILD AND FAMILY	38
DEADLY WEAPONS	24
EMBEZZLEMENT	8
FRAUD	26
GAMBLING	0
MALICIOUS MISCHIEF	14
NARCOTICS	342
SEX CRIMES	17
FORGERY	3
OTHER NON-CRIMINAL	166
Total Part II Arrest:	1,884

Total = Part I Crime + Part II Arrest for	3,238
Agency:	
Total Agency:	1
(120% is considered high crime area)	
Average Total Per Agency:	3,238



ABC Report
2015 ABC Report by Beats

Required Parameters

Reporting Period: 01/2015 to 09/2015

Agency: NATIONAL CITY

Optional Parameters

Geographical Area:

Group by: Beat 020

Prior Report Number: B98S328R

CRIME TYPES	CRIME TOTALS
CRIMINAL HOMICIDE	0
FORCIBLE RAPE	6
ROBBERY	34
AGGRAVATED ASSAULT	31
BURGLARY	22
LARCENY	235
MOTOR VEHICLE THEFT	44
Total Part I Crime:	372

ARREST TYPES	ARREST TOTALS
SIMPLE ASSAULT	12
OTHER PART II CRIMES	336
CHILD AND FAMILY	9
DEADLY WEAPONS	10
EMBEZZLEMENT	3
FRAUD	10
GAMBLING	0
MALICIOUS MISCHIEF	4
NARCOTICS	138
SEX CRIMES	8
FORGERY	1
OTHER NON-CRIMINAL	66
Total Part II Arrest:	597

Beat Total = Part I Crime + Part II Arrest: 969

BeatAve. (Agency / Beat): 231.3

Agency Wide Total = Part I Crime + Part II Arrest: 3,238

Beat Total as % of Beat Average: : 419.0%

(120% is considered high crime area)



**ABC Report
2015 ABC Report by Beats**

Required Parameters

Reporting Period: 01/2015 to 09/2015

Agency: NATIONAL CITY

Optional Parameters

Geographical Area:

Group by: Beat 021

Prior Report Number: B98S328R

CRIME TYPES	CRIME TOTALS
CRIMINAL HOMICIDE	0
FORCIBLE RAPE	3
ROBBERY	33
AGGRAVATED ASSAULT	57
BURGLARY	53
LARCENY	169
MOTOR VEHICLE THEFT	66
Total Part I Crime:	381

ARREST TYPES	ARREST TOTALS
SIMPLE ASSAULT	16
OTHER PART II CRIMES	384
CHILD AND FAMILY	15
DEADLY WEAPONS	5
EMBEZZLEMENT	0
FRAUD	11
GAMBLING	0
MALICIOUS MISCHIEF	4
NARCOTICS	94
SEX CRIMES	7
FORGERY	0
OTHER NON-CRIMINAL	40
Total Part II Arrest:	576

Beat Total = Part I Crime + Part II Arrest: 957

BeatAve. (Agency / Beat): 231.3

Agency Wide Total = Part I Crime + Part II Arrest: 3,238

Beat Total as % of Beat Average: : 413.8%

(120% is considered high crime area)



ABC Report
2015 ABC Report by Beats

Required Parameters

Reporting Period: 01/2015 to 09/2015

Agency: NATIONAL CITY

Optional Parameters

Geographical Area:

Group by: Beat 023

Prior Report Number: B98S328R

CRIME TYPES	CRIME TOTALS
CRIMINAL HOMICIDE	0
FORCIBLE RAPE	3
ROBBERY	35
AGGRAVATED ASSAULT	41
BURGLARY	39
LARCENY	255
MOTOR VEHICLE THEFT	52
Total Part I Crime:	425

ARREST TYPES	ARREST TOTALS
SIMPLE ASSAULT	10
OTHER PART II CRIMES	211
CHILD AND FAMILY	6
DEADLY WEAPONS	4
EMBEZZLEMENT	1
FRAUD	1
GAMBLING	0
MALICIOUS MISCHIEF	2
NARCOTICS	66
SEX CRIMES	1
FORGERY	0
OTHER NON-CRIMINAL	36
Total Part II Arrest:	338

Beat Total = Part I Crime + Part II Arrest: 763

BeatAve. (Agency / Beat): 231.3

Agency Wide Total = Part I Crime + Part II Arrest: 3,238

Beat Total as % of Beat Average: : 329.9%

(120% is considered high crime area)



**ABC Report
2015 ABC Report by Beats**

Required Parameters

Reporting Period: 01/2015 to 09/2015

Agency: NATIONAL CITY

Optional Parameters

Geographical Area:

Group by: Beat 024

Prior Report Number: B98S328R

CRIME TYPES	CRIME TOTALS
CRIMINAL HOMICIDE	0
FORCIBLE RAPE	2
ROBBERY	10
AGGRAVATED ASSAULT	36
BURGLARY	18
LARCENY	61
MOTOR VEHICLE THEFT	49
Total Part I Crime:	176

ARREST TYPES	ARREST TOTALS
SIMPLE ASSAULT	6
OTHER PART II CRIMES	268
CHILD AND FAMILY	7
DEADLY WEAPONS	5
EMBEZZLEMENT	4
FRAUD	4
GAMBLING	0
MALICIOUS MISCHIEF	4
NARCOTICS	44
SEX CRIMES	1
FORGERY	2
OTHER NON-CRIMINAL	24
Total Part II Arrest:	369

Beat Total = Part I Crime + Part II Arrest: 545

BeatAve. (Agency / Beat): 231.3

Agency Wide Total = Part I Crime + Part II Arrest: 3,238

Beat Total as % of Beat Average: : 235.6%

(120% is considered high crime area)



ABC Report
2015 ABC Report by Beats

Required Parameters

Reporting Period: 01/2015 to 09/2015
Agency: NATIONAL CITY

Optional Parameters

Geographical Area:
Group by: Beat 441

Prior Report Number: B98S328R

CRIME TYPES	CRIME TOTALS
CRIMINAL HOMICIDE	0
FORCIBLE RAPE	0
ROBBERY	0
AGGRAVATED ASSAULT	0
BURGLARY	0
LARCENY	0
MOTOR VEHICLE THEFT	0
Total Part I Crime:	0

ARREST TYPES	ARREST TOTALS
SIMPLE ASSAULT	0
OTHER PART II CRIMES	0
CHILD AND FAMILY	0
DEADLY WEAPONS	0
EMBEZZLEMENT	0
FRAUD	0
GAMBLING	0
MALICIOUS MISCHIEF	0
NARCOTICS	0
SEX CRIMES	0
FORGERY	0
OTHER NON-CRIMINAL	0
Total Part II Arrest:	0

Beat Total = Part I Crime + Part II Arrest: 0

BeatAve. (Agency / Beat): 231.3

Agency Wide Total = Part I Crime + Part II Arrest: 3,238

Beat Total as % of Beat Average: : 0.0%

(120% is considered high crime area)

Environmental Scan For Alcohol License C.U.P.

Gamma Produce

1605 East 4th Street, National City, CA 91950

November 25, 2015



Photo of Gamma Produce in National City



Google Earth View of 1605 E 4th Street .
and Surrounding Area

This environmental scan is for an amendment on the existing Conditional Use Permit for the Gamma Produce market, located at 1605 East 4th Street in National City. The applicant is applying for a Conditional Use Permit for sales of Beer and Wine. The business is located at the intersection of Palm Avenue and East 4th Street in National City. Currently there are six (6) active licenses issued for the Census Tract is 0118.02. This number exceeds the census track allocation of 1. An environmental scan was conducted on Wednesday, November 25, 2015.

The business is the Gamma Produce, a market with sales of groceries, fruit, vegetables and meat. During a scan of the business and property the following was noted:

The business is a small business located alone on the property. There are single-family residences, multi-unit housing and one church in the immediate area.

Youth Sensitive Areas

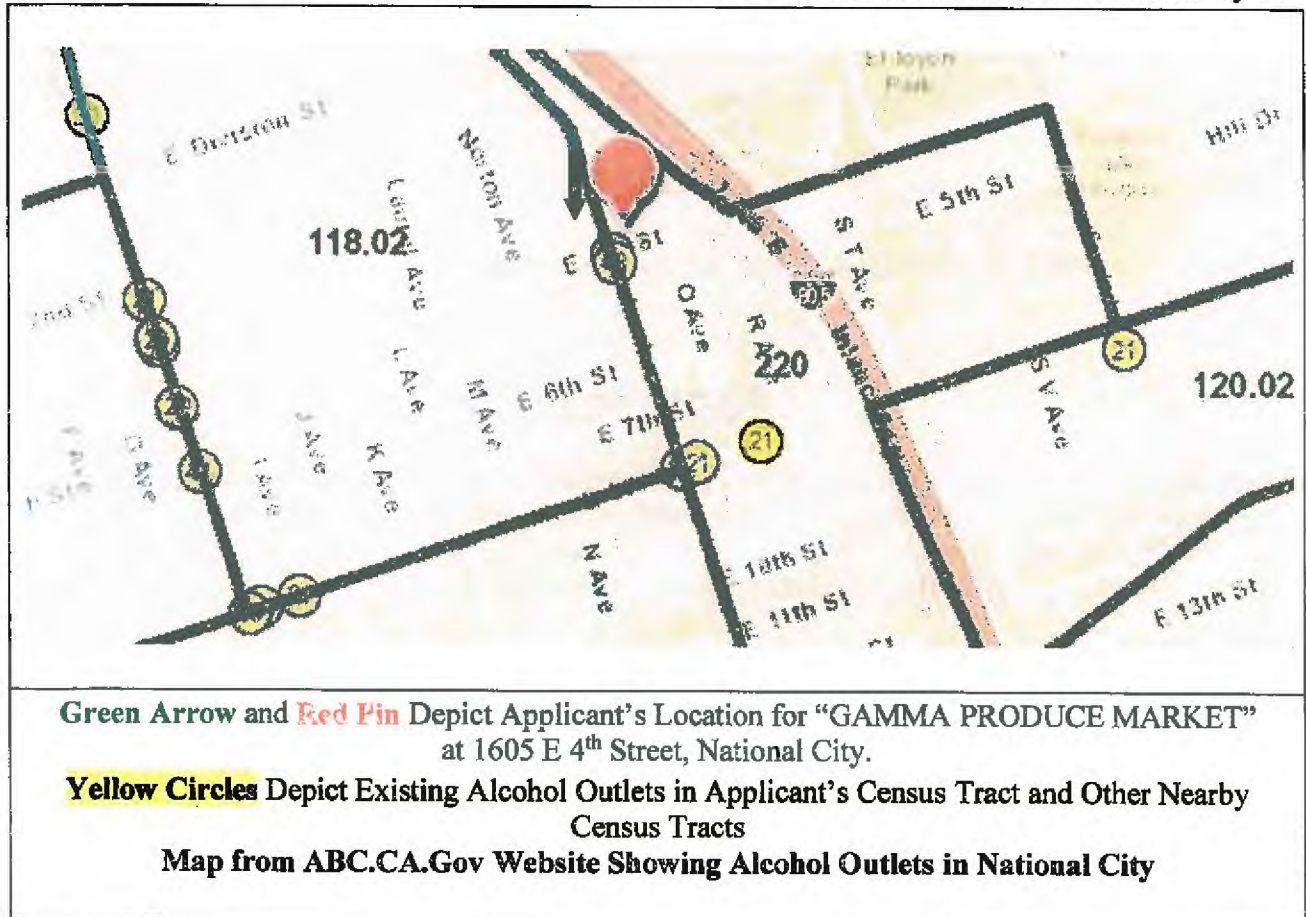
The business is not located near any youth sensitive areas.

Churches

The business is located across from a Christian Church at the West side of Palm Avenue and East 4th Street in National City.

Outlet Density

According to the ABC, seven (7) on-site licenses are authorized for Census Tract 0118.02, the census track within the area of which the Gamma Produce is located. Currently there are five (5) off-sale licenses issued for the Census Tract is 0118.02. This number exceeds the census track allocation by 1.



Census Tracts

	Off-Sale	On-Sale
Tract 220 <i>Establishment is within this tract</i>	Allowed: 2 Actual: 4 Number Above/Below Allowable: +2	Allowed: 5 Actual: 3 Above/Below: -2
Neighboring Census Tracts		
Census Tract 0118.01	Allowed: 2 Actual: 2 Number Above/Below Allowable: -	Allowed: 4 Actual: 4 Above/Below: -
Tract 118.02	Allowed: 4 Actual: 5 Number Above/Below Allowable: +1	Allowed: 7 Actual: 7 Above/Below: -

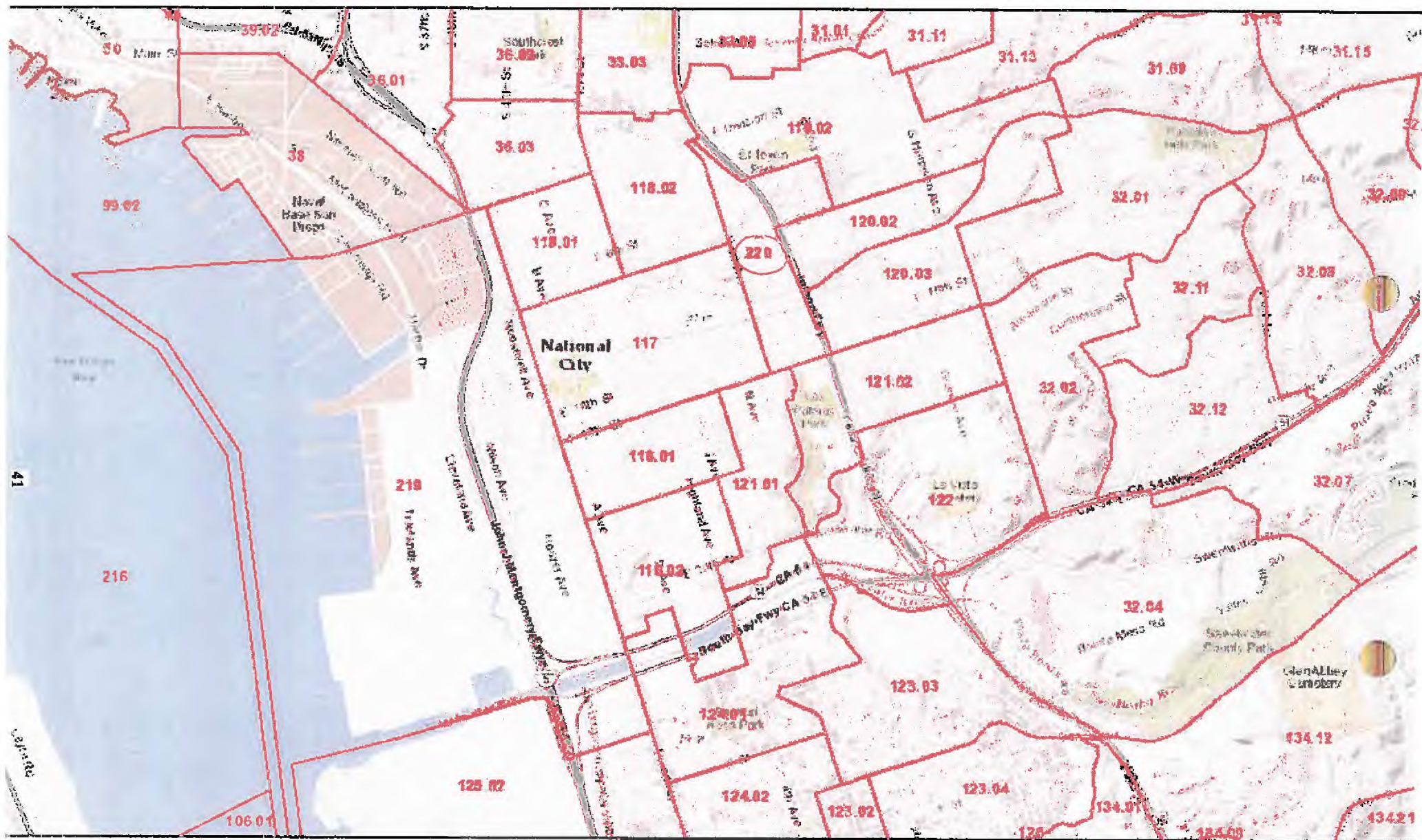
Crime Rate

Refer to National City Police Departments report for crime statistics.

Considerations

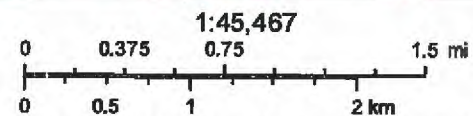
South Bay Community Change staff spoke to the owner, Mrs. Susan Maza on November 25, 2015. She let us know that the hours of the alcohol sales would coincide with the store hours Monday-Friday 7:30 a.m. to 8:00 p.m. and weekends 7:30 a.m. to 7:00 p.m. She has had her business there for the past 16 years wants only to provide the beer and wine for her direct customers.

We would recommend that the current conditions continue and insure that the staff, management, and owner attend the Responsible Beverage Sales and Service training.

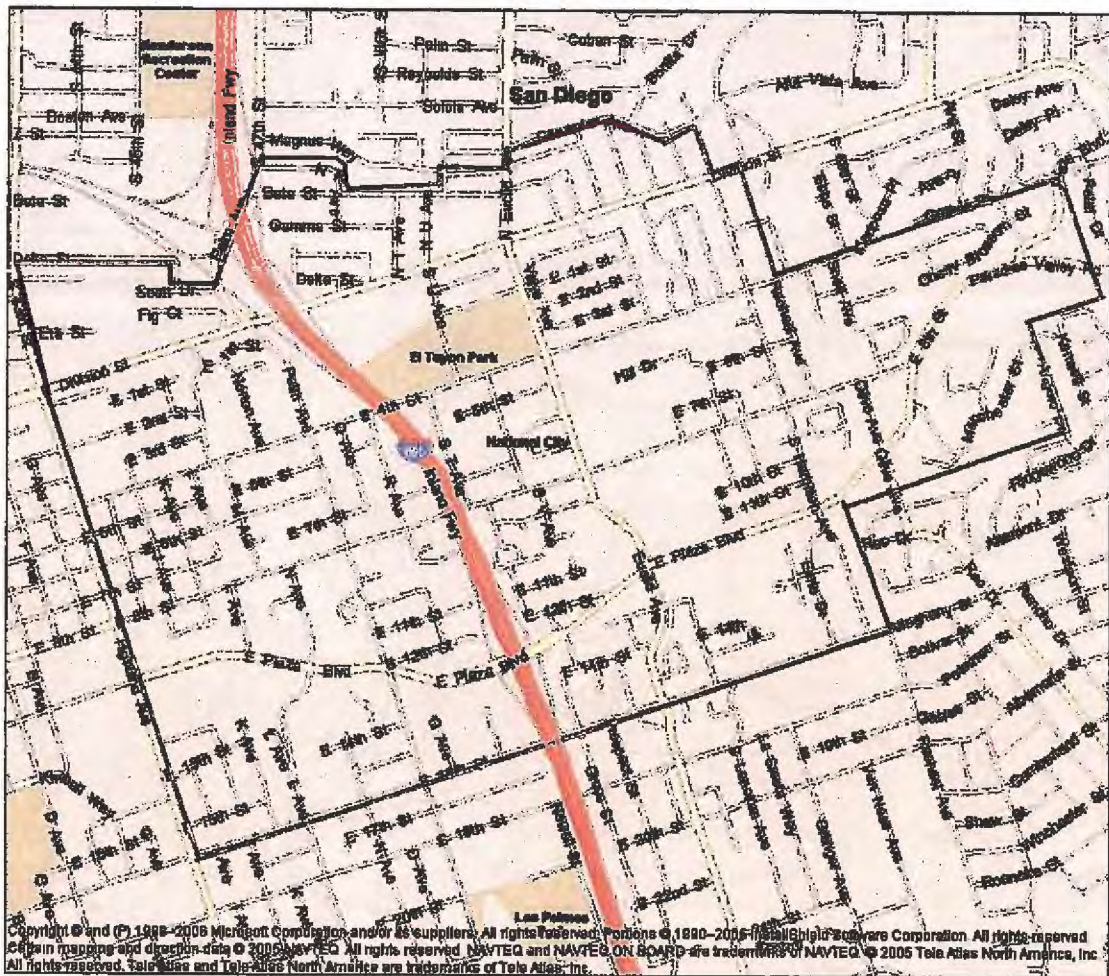


August 25, 2014

 Census Tracts 2010



Sources: Esri, HERE, DeLorme, TomTom, Intermap, increment P Corp, GEBCO, USGS, FAO, NPS, NRCAN, GeoBase, IGN, Kadaster NL, Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), Swisstopo, MapmyIndia, OpenStreetMap contributors, and the GIS User Community



City of National City Beat 21

Source: Microsoft Mappoint
NCPD CAU, 4/18/07



CITY OF NATIONAL CITY - PLANNING DEPARTMENT
1243 NATIONAL CITY BLVD., NATIONAL CITY, CA 91950

NOTICE OF PUBLIC HEARING

**CONDITIONAL USE PERMIT FOR BEER AND WINE SALES AT GAMA PRODUCE
LOCATED AT 1605 EAST 4TH STREET.
CASE FILE NO.: 2015-28 CUP
APN: 554-050-19**

The National City Planning Commission will hold a public hearing after the hour of 6:00 p.m. **Monday, May 2, 2016**, in the City Council Chambers, Civic Center, 1243 National City Boulevard, National City, California, on the proposed request. (Applicant: Susana Maza)

The applicant is requesting to sell beer and wine for off-site consumption between the current operating hours of 7:30 a.m. to 8:00 p.m. Monday to Friday, and 7:30 a.m. to 7:00 p.m. on the weekends. Beer and wine would be stored in a cooler located in the rear of the store.

Information is available for review at the City's Planning Department, Civic Center. Members of the public are invited to comment. Written comments should be received on or before 12:00 p.m., **May 2, 2016** by the Planning Department, who can be contacted at 619-336-4310 or planning@nationalcityca.gov

If you challenge the nature of the proposed action in court, you may be limited to raising only those issues you or someone else raised at the public hearing described in this notice, or in written correspondence delivered to the Planning Commission at, or prior to, the public hearing.

NATIONAL CITY PLANNING DEPARTMENT

BRAD RAULSTON
Executive Director

**IN THE MATTER OF THE APPLICATION FOR A CONDITIONAL USE
PERMIT FOR 1605 E. 14TH STREET, NATIONAL CITY, CA 91950**

Dear City of National City:

Please accept this letter as my opposition of a Conditional Use Permit for 1605 E. 14th Street,
National City, CA 91950.

**REASONS FOR DENYING THE APPLICATION OF A CONDITIONAL USE PERMIT AT
1605 E. 14th STREET, NATIONAL CITY, CA 91950**

- 1. Whether the issuance involves an existing business with a license which is being transferred to a new location and which will not result in an increase in the total number of off sale retail liquor licenses or on sale retail liquor licenses in the census tract in which the business would be located?**

Applicant is looking to add a Type 20 license to a Census Tract that is already over-concentrated with off-premise alcohol related licenses. However, in order to add this license to the census tract, Applicant must receive a Conditional Use Permit (CUP). There are 2 licenses allowed and currently the census tract is over-saturated with 4 existing. Allowing a CUP at this location would increase the already over-saturation rate to 5. This Census Tract does not need yet another off-sale alcohol license.

- 2. Whether the business, by reason of its location, character, manner, method of operation, merchandise, or potential clientele, will serve a segment of the City's business or residents not presently being served?**

No. Currently there is a liquor store directly across the street. However, this liquor store does not appear in the staff reports or recommendations due to the fact that it is located in the adjoining census tract. In addition, although the proposed location is described as a market that sells produce and meat, it in fact is a convenience store that is looking to have beer and wine as its primary product. The Applicant has listed the business for sale, and is marketing it as a convenience store. Attached is the listing, which states, "Great opportunity for a buyer to

come in and increase business by adding Beer & Wine, Cigarettes, Western Union, Check Cashing, Dell and much more." This means that if this location is granted a CUP, the new owner can make any changes to this store. Including, making it a liquor store. The building is only 2,400 square feet and cannot be viable as a market. This location has been in existence since 2000 with the current owner and has operated without an alcohol license. However, now since the owner is looking to sell the business and building, we would not know the intention of the new owner. If the intention of the new owner is to operate as a beer and wine store, then it would be proper to have them thoroughly investigated by the police department through the Public convenience and necessity process and also through the Conditional Use Permit process. Remember, once you approve the CUP, this location will therefore be approved for placement of beer and wine off sale alcohol license by any owner as the approval of the CUP runs with the land. Again, there is already a corner "liquor store," directly across the street. This area does not need a second alcohol store on that corner. National City has enough liquor and beer and wine stores and specifically this Census Tract is already oversaturated. Therefore, any of those stores would serve any segment of potential clientele who is looking to purchase beer or wine.

3. **Whether the business will be located within a 600-foot radius of incompatible facilities, such as public and private schools, day care centers, churches, park, homeless shelter, and alcohol rehabilitation centers, and facilities designed and operated to serve minors?**

Although not within 600 feet, El Toyon Elementary School/Recreation Center is located at 2005 E. 4th Street. This is approximately 800 feet away from the proposed location. Additionally, there is a church located at 125 Palm Ave., National City and is located across the street from the proposed location. Therefore not one, but two incompatible facilities exist in the immediate vicinity.

5. Over saturation by double for Off-Sale establishments;

6. ABC states- Area is considered "High Crime Rate," The census tract is "Over Concentrated;"

7. Crime rate for Beat 21 – 413.8%, nearly 4 times the rate of a "High Crime Rate" defined by ABC.

(See Attached National City Police Department Alcohol Beverage Control Risk Assessment)

Giving this location a license to sell more alcohol where a risk assessment was performed and the police department concluded that there is additional risk of more crimes, including assaults, robberies, and other alcohol-related occurrences, is akin to playing Russian roulette. Crime is sure to increase as a result of an additional alcohol license being issued.

6. Whether the issuance of the license will promote the goals and policies of the City's General Plan, any applicable specific plan, or any similar policies that have been adopted by the City Council?

No. This location is redeveloping towards increased residential with affordable housing.

Adding an additional store where alcohol can be purchased would not promote that goal.

There are already numerous locations to purchase alcohol within feet of the proposed location.

Again, there are schools, parks, churches, and also residences, all within feet of this proposed location.

7. Whether the application is for a premises where a previous license has been revoked within the previous one-year period?

No.

8. Whether the applicant has been convicted of any felony?

Unknown.

9. Whether the premises are located within 100 feet of residentially zoned property. If a parking lot exists for the benefit of patrons then the 100 feet begins at the perimeter of the parking lot?

Yes. There are numerous residences throughout the area and even across the street facing the store. These residences already face one liquor store across the street and numerous stores and gas stations that sell alcohol in the area. They deal with the hassle of drunk and disorderly individuals, traffic, noise complaints, loiterers, etc. These houses are within feet of both a liquor store and the Applicant's store. Further, there is a petition being circulated among the residents in opposition of this application to allow for the sale of beer and wine.

10. Whether any other information supplied by the applicant, or other competent evidence shows that the "public convenience or necessity" will be served by issuance of the license. When consideration is given in determining "public convenience or necessity," any one of the foregoing guidelines may be sufficient grounds for denial. Each application shall be judged on an individual basis and any one criteria or combination of criteria may be waived as the result of imposed conditions?

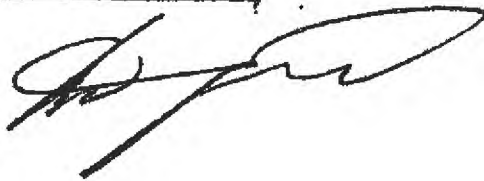
There will be no public convenience or necessity that will be met by allowing a Type 20 licensed location to exist at this location. It will be in direct opposition of public health, safety, and welfare. The vast majority of local residents, schools, and nearby churches are against an additional alcohol related business at this proposed location.

Allowing this location to operate as a Type 20 location will more than likely add to the already oversaturation of this census tract. If you approve this CUP, the oversaturation rate will increase from 2 license allowed and 4 existing to 5 existing. This license can also be moved to any approved location in the census tract in the future and if you approve this CUP it will run with the land. This proposed location is simply wrong. It is too close to schools, residences, churches, and other alcohol related stores. The attached pictures will show just how close the proposed location is to houses, schools, and a church.

Again, the Applicant is in the process of selling this store. They are marketing it as a store with potential. Specifically, they are marketing all products and services normally sold by liquor or beer and wine stores. The advertisement, which is attached, speaks of great opportunities if you add a beer and wine license, in addition to cigarettes and check cashing. This location is destined to become yet another outlet to purchase alcohol. There are too many children and residences in the area, crime is already substantial and considered a high crime area by the Police Department, there are schools in the area, a park in the area, an oversaturation of alcohol licenses in the area (2 existing, 4 allowed, and does not include the 3 on-sale premise locations in the census tract), and that does not include the liquor store directly across the street from the proposed corner because it borders an adjacent census tract.

Respectfully,

ROBERT ZAKAR





COMMERCIAL-BUSOP

MLS #: 160040232

ARM:

Addr: 1605 E 4th Street

City, St: National City, CA

Zip: 91950

Status: EXPIRED

Short Sale: No

List Price: \$90,000

Original Price: \$90,000

Sold Price:

List Date: 11/5/2015

Modified Date: 1/1/2016

COE Data:

DOMLS 84

MT 85

LP/SqFt

SP/SqFt

Present Loan

Down Payment 90,000

Have Fully Operational Market

Motive/Want: Retire

County: San Diego

Type of Business: Neighborhood Market

Business Name: Santa Produce

Gross Equity: 90000

Sales Restrictions: N/K

Mandam: None Known

Listing Type: EA



NEIGHBORHOOD MARKET

Neighborhood Market that has a Meat Department and Produce. Great opportunity for a buyer to come in and increase business by adding Beer & Wine, Cigarettes, Lotto, Western Union, Check Cashing, Deli and much more... There are many options, just needs the right person to put it together. Price is the business only but the property may be negotiable with the right offer.

Conf. Remarks: Call John (619)301-4537 to schedule an appointment. Do not speak to the employees or go to the property without an appointment.

Map Code: 129047

Cash: 5.00

Cash:

Directions To Property:

Showing Instructions:

Listing Agent: John Van Meter - Memo: 619-301-4537

2nd Agent:

Listing Office: The Real Estate Agency, LLC 619-301-4537

BRE License#: 01723835

Broker ID: 87304

Fax: 619-301-4537

Off Market Date: 1/1/2016

Class of Escrow:

Financing:

SALES

Concessions:

Sale Price:

Exp Date:

Selling Agent:

Selling Office:

Geological Hazard Zone

Flood Zone

Zoning

Lot Size

Number of Employees

Full Time Employees

Part Time Employees

Owner Works

Owner Train Employees

How Long Established

Est. w/ Present Owner

Equipment

Pictured

Gross Asset Sales: 100,000

Lease Type: Month to Month

Lease Option:

Lease Option:

Lease Option:

Lease Option:

Lease Option:

Lease Option:

Lease Option:

Lease Option:

Lease Option:

Lease Option:

Lease Option:

Accounts Receivable

Accounts Payable

Accounts Receivable

Accounts Payable

Accounts Receivable

Accounts Payable

Accounts Receivable

Accounts Payable

Accounts Receivable

Accounts Payable

Accounts Receivable

Accounts Payable

Actual Gross Sales

Actual Cost of Sales

Actual Gross Profit

Actual Total Expenses

Actual Net Income

Actual Owner Salary

Actual Owner Salary

Actual Owner Salary

Actual Owner Salary

Actual Owner Salary

Actual Owner Salary

Actual Owner Salary

Actual Total Expenses

Actual Net Income

Actual Owner Salary

Actual Owner Salary

Actual Owner Salary

Actual Owner Salary

Actual Owner Salary

Actual Owner Salary

Actual Owner Salary

Actual Owner Salary

Actual Owner Salary

Actual Owner Salary

Provided By: Real Estate Agency

Real Estate Agency

Real Estate Agency

This Retail property is For Sale.

1605 E. 4th Street

National City, CA 91950 2,400 SF Retail For Sale

\$90,000



Retail Property For Sale

Price	\$90,000	Property Sub-type	See Listing Notes
Building Size	2,400 SF	Property Use type	See Listing Notes
Price/SF	\$37.50	Commission Split	5%
Property Type	Retail		
Days on Market			
Listing ID: 1605E	See Listing Notes	See Listing Notes	

Description

See Listing Notes for details. This property is located in a high-traffic area and is currently operating as a retail store. The property is in good condition and is ready for sale. The seller is looking for a buyer who is interested in a long-term investment. The property is located in a prime location and is surrounded by other businesses. The property is a single-story building with a red-tiled roof and a sign that reads 'FRESH PRODUCE & MEAT'. The property is currently operating as a retail store and is ready for sale. The seller is looking for a buyer who is interested in a long-term investment. The property is located in a prime location and is surrounded by other businesses.

Annual Gross Sales: \$300,000

1,000 sq ft building. Terms can be negotiated.

There is no potential for this property to be repurposed with the right vision.

Property is in good condition.

Research

info @ 1605E - National City CA 91950 - 2,400 SF - Retail For Sale

Property is located in a prime location and is surrounded by other businesses. The property is a single-story building with a red-tiled roof and a sign that reads 'FRESH PRODUCE & MEAT'. The property is currently operating as a retail store and is ready for sale. The seller is looking for a buyer who is interested in a long-term investment. The property is located in a prime location and is surrounded by other businesses.

1605 E 4th St Income/Investment

> Hide this form

Find out more.

Contact a local agent



Your Name

Phone

Email

I am interested in 1605 E 4th St, Nat City, CA 91950.

Get More Info

By sending, you agree to Trulia's Terms of Use & Privacy Policy.

of 7

Save

Share

National City, CA 91950

Income/Investment

180+ Days on Trulia

Edit Home Facts

By sending, you agree to Trulia's Terms of Use & Privacy Policy

See your commute times

100+ Rentals in this Area: Search Nearby Rentals

Check Your Equifax Credit Score For \$1 For 7 Days!

Property Details for 1605 E 4th St

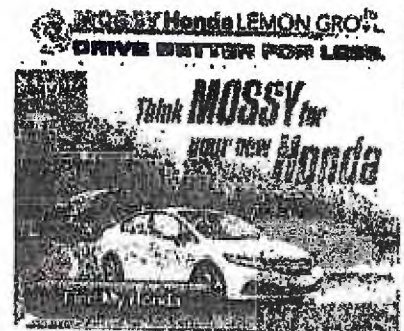
180+ Days on Trulia

Commercial property for sale in National City, CA 91950

Description provided by Trulia

1605 E 4th St This income/investment is located at 1605 East 4th Street, National City, CA. 1605 E 4th St is in the 91950 ZIP code in National City, CA. The average listing price for ZIP code 91950 is \$340,585.

4 views





NATIONAL CITY POLICE DEPARTMENT
ALCOHOL BEVERAGE CONTROL
RISK ASSESSMENT

DATE: 12/03/15

BUSINESS NAME: Gama Produce

ADDRESS: 1806 East 4th Street, National City, CA 91950

OWNER NAME: Carlos & Susana Maza DOB: Not Disclosed

OWNER ADDRESS: 1805 East 4th Street, National City, CA 91950

(add additional owners on page 2)

I. Type of Business

- ☐ Restaurant (1 pt)
☒ Market (2 pts)
☐ Bar/Night Club (3 pts)

II. Hours of Operation

- ☐ Daytime hours (1 pt)
☒ Close by 10pm (2 pts)
☐ Close after 10pm (3 pts)

III. Entertainment

- ☐ Music (1 pt)
☐ Live Music (2 pts)
☐ Dancing/Live Music (3 pts)

IV. Crime Rate

- ☐ Low (1 pt)
☐ Medium (2 pts)
☒ High (3 pts)

V. Alcohol Businesses per Census Tract

- ☐ Below (1 pt)
☐ Average (2 pts)
☒ Above (3 pts)

Notes:

Crime Rate - over 120% (413.8%)

Census Tract - 220

Allowed Type 20 - (Off-sale, Beer & Wine)

Currently allowed On-sale - 5 / Currently have - 3

Currently allowed Off-sale - 2 / Currently have - 4

Over saturation

VI. Calls for Service at Location (for previous 6 months)

- ☐ Below (1 pt)
☒ Average (2 pts)
☐ Above (3 pts)

VII. Proximity Assessment (1/4 mile radius of location)

- ☐ Mostly commercial businesses (1 pt)
☐ Some businesses, some residential (2 pts)
☒ Mostly residential (3 pts)

Low Risk (12pts or less)
Medium Risk (13 – 18pts)
High Risk (19 – 24pts)

Total Points 15

VIII. Owner(s) records check

- ☒ No criminal incidents (0 pts)
☐ Minor criminal incidents (2 pts)
☐ Multiple/Major criminal incidents (3 pts)

OWNER NAME: Carlos Maza DOB: Not Disclosed

OWNER ADDRESS: 1605 East 4th Street, National City, CA 91950

OWNER NAME: Susana Maza DOB: Not Disclosed

OWNER ADDRESS: 1605 East 4th Street, National City, CA 91950

Recommendation:

- NCPD does not have a proactive enforcement unit for ABC outlets.
- Within 100' of residences, El Toyon school and park near-by.
- (5) on-sale and (2) Off-sale licenses are allowed in the census tract
- Census tract 220 currently has (3) On-sale and (4) Off-Sale.
- Over saturation by double for Off-Sale establishments.
- ABC states - Area is considered "High Crime Rate," The census tract is "Over Concentrated."
- Crime Rate for Beat 21 - 413.8%, nearly 4 times the rate of a "High Crime Rate" defined by ABC

Completed by: Graham Young, Lt. Badge ID: 365



Google earth

feet: _____ 200
meters: _____ 80



We, the undersigned, are residence and / or work in National City, California. We have been made aware that Gamma Produce and / or a representative have applied for a Type 20 (Beer and Wine License) at 1605 E. 4th Street, National City, CA 91950. We feel that the addition of an alcoholic beverage outlet at this location will be detrimental to the public safety, Health and welfare of our children and this community. I am over the age of 18 and I am **NOT IN SUPPORT** of this license application / Conditional Use Permit.

NAME	ADDRESS	TELEPHONE (OPTIONAL)	DATE
DARWIN MARTINEZ	114 NORTON AVE. NATIONAL CITY CA 91950	(619) 206-4601	2/15/16
EDDIE DOMIEREZ	1730 LAPOSA ST. N.C., CA 91950	619 947 9123	2/15/16
JAMES R. DIMAS	1730 LAPOSA ST., N.C., CA 91950	(619) 419-0894	2/15/16
Lenny Mendoza	1705 E 5 TH ST. NATIONAL CITY 91950	(619) 372-3884	2/15/16
Harold Branch	334 South Clairmont Ave National city 91950	619 459 9150	2/15/16
JOSE DRAMAZO	930 E. 4TH ST. NATIONAL CITY, 91950	(619) 259-8540	2-16-16
JOSE DRAMAZO	930 E. 4TH ST. NATIONAL CITY, 91950	(619) 259-8540	2-16-16
Charles King	223 E 3 RD ST. N.C. 91950	710-1432	2/16/16
STEVE LUNAS	110 S BELMONT AVE. NATIONAL CITY CA 91950	(619) 688-6777	2/16/16
Mike Sweetman	1514 E 7 TH ST Nat City 91950	619 507 9410	2-16-2016
DAVID HALL	116 PALM AVE #14 NATIONAL CITY 91950	619 323-3800	2-16-16
MIKE MARTINEZ	709 M AVE. NATL. CITY, CA 91950	619 477 3710	2/16/16

Total this page = _____

Page _____ of _____

56

Total this page = _____

146 of 296

We, the undersigned, are residence and / or work in National City, California. We have been made aware that Gamma Produce and / or a representative have applied for a Type 20 (Beer and Wine License) at 1605 E. 4th Street, National City, CA 91950. We feel that the addition of an alcoholic beverage outlet at this location will be detrimental to the public safety, Health and welfare of our children and this community. I am over the age of 18 and I am NOT IN SUPPORT of this license application / Conditional Use Permit.

NAME	ADDRESS	TELEPHONE (OPTIONAL)	DATE
Hector Lopez	203 Laurel Ave #24 N.C. CA 91950	(619) 419-9561	2/17/16
Jesse Tsh	235 E 9 th St + NATION 91950	634 0600	2/18/16
TED RSVNA	2219 E 15 th N.C. 91950	478-5049	2/18/16
George Lando	203 Laurel Ave #25 N.C. 91950	800-5840	2/18/16
PLACIDA BAPTISTA	2921 E 11 th ST NAT. CITY CA 91950	(619) 453473	2/18/16
Cantela oscar	116 Palm Ave Apt #18 National City 91950	(619) 713-3004	2/18/16
Diana Chapn	92 Laurel Ave National City 91950		2/18/16
DIOSS PADO D SANTOS	910 Euclid Ave NATIONAL CITY 91950	861 1252	2/18/16
MAURY WOLFE	2107 E. 18 th ST. NATIONAL CITY 91950	619-512-7288	2/18/16
Mariaste Morgan	601 R Ave #14, NATIONAL CITY, CA 91950	(619) 385-3337	2/18/16
Mary J. Smith	135 PALM AVE NATIONAL CITY CA 91950	619-902-1700	2/18/16

Total this page = _____

Page _____ of _____

We, the undersigned, are residence and / or work in National City, California. We have been made aware that Gama Produce and / or a representative have applied for a Type 20 (Beer and Wine License) at 1605 E. 4th Street, National City, CA 91950. We feel that the addition of an alcoholic beverage outlet at this location will be detrimental to the public safety, Health and welfare of our children and this community. I am over the age of 18 and I am NOT IN SUPPORT of this license application / Conditional Use Permit.

NAME	ADDRESS	TELEPHONE (OPTIONAL)	DATE
Robert S. Sosa Robert S. Sosa	125 N. U. Ave. National City, CA 91950	619-263-5000	2/18/16
Chris Lora	1726 East 5 th St National City R. 91950	619-764-0322	2/18/16
Francisco Ruiz	1504 E. 1 st St N.C. CA. 91950	619-474-8335	2/18/16
DAVID NIETO David Nieto	420*6 Q St. N.C. CA. 91950		2/18/16
Francisco Ruiz	2851 MARIPOSA ST N.C. 91950	619-618-9230	2/18/16
Danny Drake Danny Drake	1214 Roosevelt Ave N/C 91950	619-247-2848	2/18/16
Jocelyn Edwin	705 Palm Ave National City, CA 91950	619-577-5822	2/18/16
Ron ARNS / R. Arn	535 Palm Ave N.C. 91950	619 394 9558	2/18/16
Jose Luis J.L.	635 G AVE N.C. 91950	(619) 756-2600	2/18/16
Alberto Pimentel	733 J AVE N.C. 91950	(619) 486-1899	02/18/16
Assam Lora	425 Palm Ave. N.C. 91950	(619) 273-1308	02/18/16
Victor Ramos	203 Norton Ave N.C. 91950	(619) 791-3753	02/18/16
JOSHUA T. CRUC	431 RACHAEL AVE. N.C. 91950	(619) 475-8784	2/18/16

Total this page ~ _____

Page _____ of _____

We, the undersigned, are residence and / or work in National City, California. We have been made aware that Gama Produce and / or a representative have applied for a Type 20 (Beer and Wine License) at 1605 E. 4th Street, National City, CA 91950. We feel that the addition of an alcoholic beverage outlet at this location will be detrimental to the public safety, Health and welfare of our children and this community. I am over the age of 18 and I am NOT IN SUPPORT of this license application / Conditional Use Permit.

NAME	ADDRESS	TELEPHONE (OPTIONAL)	DATE
Linton Bailey	879 PLAZA CHINA WY		2/20/16
Patricia McDougal	2229 East 4th NCCA 91950		2/20/16
LARRY WINE	70 E. KENTON AVE. NC. 91950	619-267-7538	2/20/16
Jennifer Siqueira	2361 PALM AVE NATIONAL CITY CA 91950	(619) 251-1104	2/20/16
Julia Garbano	1086 East 4th St. NC 91950	619-606-6521	2/20/16
CARMEN ALONSO	114 LAUREL AVE NATIONAL CITY 91950	619-768-7124	2/20/16
ROBERTO MARQUEZ	100 LAUREL AVE NATIONAL CITY 91950	619-287-7803	2/20/16
Adrian Alonzo	114 Laurel Ave Nat. City 91950	619-768-7124	2/20/16
James P. Pineda	205c Norton ave 41 E. NC 91950	619-779-1393	2/20/16
Sonya Gomez	526 'L' Ave NC 91950	619-508-9800	2/20/16
Luis Navarro	1459 E. 1st Street Nat City 91950	619-621-9800	2/20/16
Monica Morales	1420 E. 8th St. NC 91950	619-775-7119	2/20/16
Andrea Hernandez	205 Norton Ave NC 91950	619-732-8849	2/20/16
FRANK Robles	7648 7th St NC 91950	(619) 765-9755	2/20/16

Total this page = _____

Page _____ of _____

We, the undersigned, are residence and / or work in National City, California. We have been made aware that Gama Produce and / or a representative have applied for a Type 20 (Beer and Wine License) at 1605 E. 4th Street, National City, CA 91950. We feel that the addition of an alcoholic beverage outlet at this location will be detrimental to the public safety, Health and welfare of our children and this community. I am over the age of 18 and I am NOT IN SUPPORT of this license application / Conditional Use Permit.

NAME	ADDRESS	TELEPHONE (OPTIONAL)	DATE
Ardeyes Contreras	1332 E 5th St. N.C. 91950	619-408-2767	2/19/16
Walter T. Vouris	445 Hingerville N/C Ca. 91950	619 470-2411	2/19/16
JOHN MORALES	431 SO TAVE N.C. 91950	619 674 4895	2-11
Tom COPPER	120 JO. KENTON N.C. 91950	619 470 8768	2/19/16
JACK DUKE	1000 E 2nd ST N.C. 91950	619 933-5491	2/19/16
Ramon Mendez	1705 E 5th St. National City, CA 91950	619-773-3519	2/19/16
CAYLOS I. FERRANDEZ	1319 E 5th N. NATIONAL CITY CA 91950	619 292-3145	2/19/16
VALESKA ALVAREZ	1319 E 4th ST NATIONAL CITY CA 91950	619-955-9090	2/19/16
DEAN WEHATA	200 L AVE NATIONAL CITY CA 91950	619 371-1131	2/19/16
Dale Hartman	208 PALM AVE. N.C. CA. 91950	619-434-1340	2/19/16
Daria Zamora	1116 Palm Ave #5 NC CA 91950	(619) 577-5583	2/19/16
Michelle Ortiz	205 E 2nd St National City 91950	(619) 755-6856	2/19/16
Sophimara Un	2510 E 1st St NC 91950	(619) 471-5812	2/19/16

Total this page = _____

Page _____ of _____

7

We, the undersigned, are residence and / or work in National City, California. We have been made aware that Gama Produce and / or a representative have applied for a Type 20 (Beer and Wine License) at 1605 E. 4th Street, National City, CA 91950. We feel that the addition of an alcoholic beverage outlet at this location will be detrimental to the public safety, Health and welfare of our children and this community. I am over the age of 18 and I am NOT IN SUPPORT of this license application / Conditional Use Permit.

NAME	ADDRESS	TELEPHONE (OPTIONAL)	DATE
Trina Packard <i>TL</i>	238 Palm ave. NC 91950	(619) 249-2712	2/20/16
Rebecca G. Santos <i>Rebecca</i>	910 Euclid Ave. # 134 National City CA 91950	(619) 861-0822	2/21/16
Evelyn Johnson <i>EJ</i>	1531 East 6th St National City CA 91950	(619) 477-0824	2/21/16
Richard G Aguon <i>Richard</i>	320 Norton Ave. National City CA 91950	(619) 477-9237	2/21/16
Rebecca Lopez <i>Rebecca</i>	414 N Ave. N.C. 91950		2/21/16
DAVID Nelson <i>David</i>	1038 E. 2nd St. N.C. 91950	619 259-3701	2/21/16
DARA CHHUN <i>DARA</i>	1121 PALM AVE NAT. 91950	213-2939	2/21/16
Lana Santoya <i>Lana</i>	325 1/2 Norton Ave. NC, CA 91950	611-477-1019	2/21/16
Rene Gaffney <i>Rene</i>	1723 Delta St N.C. CA 91950	619-884-4661	2/21/16
Roberto Hernandez <i>Roberto</i>	905 Norton ave apt A N.C. 91950	(619) 634-00-31	2/21/16
MARLYN BROWN <i>MARLYN</i>	238 Palm ave. NC 91950	(619) 761-3116	2/21/16
Ginny Edmondson <i>Ginny</i>	420 Q Ave. #6 NC 91950	(619) 319-0138	2/21/16
Nicolina Spasaro <i>Nicolina</i>	1604 E 4th St NC, CA 91950	619-477-0212	2/21/16

Total this page = _____

Page _____ of _____

We, the undersigned, are residence and / or work in National City, California. We have been made aware that Gama Produce and / or a representative have applied for a Type 20 (Beer and Wine License) at 1605 E. 4th Street, National City, CA 91950. We feel that the addition of an alcoholic beverage outlet at this location will be detrimental to the public safety, Health and welfare of our children and this community. I am over the age of 18 and I am NOT IN SUPPORT of this license application / Conditional Use Permit.

NAME	ADDRESS	TELEPHONE (OPTIONAL)	DATE
PERRY JUANCA	439 PALM. AVE, NC 91950	323-533-2146	2/23/16
MICHAEL GARCIA	840 M AVE N.C. CA 91950	619 582-7687	2/23/16
Diane Shine	1370 S 50 St N.C. CA 91950	916 756 7338	2/23/16
Miguel Miguel	1114 EAST 5th st. N.C. CA. 91950	-791-4116	2/23/16
Jaime LOPEZ	3221 NATIONAL CITY BLVD SPC 71 N.C. CA. 91950	619 807 3778	02/23/16
Hector Araiza	1308 E 4th street National city 91950	619 496 1450	2/23/16
FRANK CRESTIK	2415 E 2ND ST. NATIONAL CITY, 91950	619-267-9331	2-24
Hilary Morrison	1434 E. 7th St. NC CA 91950	619 962 4030	2/24
LOIS ESTRADA TR.	708 M AVE NC NATIONAL CITY CA 91950	(619) 929-1778	2/24
Socorro Gonzalez	1344 EAST 5th st N.C. CA 91950	(619) 581-2622	2/24/16
Armando Ramo	205 Norton ave N.C. CA 91950	(619) 586-2406	2/24/16
JOSE ALBERTO SANTI	1410 EDVISON ST N.C. 91950	619 791 0435	2-24/16
ROBEN B-RIVERA	3505 PEARL BLVD N.C. 91950	(661) 301-2086	2/25/16

Total this page = _____

Page _____ of _____

We, the undersigned, are residence and / or work in National City, California. We have been made aware that Gama Produce and / or a representative have applied for a Type 20 (Beer and Wine License) at 1605 E. 4th Street, National City, CA 91950. We feel that the addition of an alcoholic beverage outlet at this location will be detrimental to the public safety, Health and welfare of our children and this community. I am over the age of 18 and I am **NOT IN SUPPORT** of this license application / Conditional Use Permit.

NAME	ADDRESS	TELEPHONE (OPTIONAL)	DATE
Gilbert A. Pimente Handwritten signature	430 Thelma Way, N.C., CA 91950	858-361-4932	2/27/16
Raul Aranda Handwritten signature	1905 L Ave N.C. CA 91950	(619) 259 259-4286	2/27/16
Armando Fuenzalida Handwritten signature	1441 E 5th St NC CA 91950	619-666-8665	2/28/16
David Torres Handwritten signature	3840 Peach Blossom St NC. 91950	619-253-6097	2/28/16
Darlene Lynn Handwritten signature	1319 B St 5th St NC. 91950	619-274-5440	2/28/16
NIMFA T. ARDIT Handwritten signature	427 Palm Ave. N.C. 91950	619-292-2237	2/29/16
Jorge Cruz Handwritten signature	2032 E 4th St N.C. 91950	(619) 206-8787	2-29-16
Christian Melendez Handwritten signature	2222 East 5th Street National City CA 91950	(619) 382-0172	2/29/16
Rene Triguero Handwritten signature	2040 E 5th St NC 91950	619-274-7984	2/29/16
Rafael S. Courina Handwritten signature	608 K Avenue National City 91950	619-474-3672	2/29/16
Ricardo Vivas Handwritten signature	1634 E 4th St NC CA 91950	(619) 831-2087	2/29/16
Lana Edwin Handwritten signature	705 Palm Ave. NC. CA 91950	(619) 292-4287	2.29.16
Genancio Tano Handwritten signature	705 PALM AVE. NC. CA 91950	(619) 900-8292	2/29/16

Total this page = _____

Page _____ of _____

We, the undersigned, are residence and / or work in National City, California. We have been made aware that Gama Produce and / or a representative have applied for a Type 20 (Beer and Wine License) at 1605 E. 4th Street, National City, CA 91950. We feel that the addition of an alcoholic beverage outlet at this location will be detrimental to the public safety, Health and welfare of our children and this community. I am over the age of 18 and I am **NOT IN SUPPORT** of this license application / Conditional Use Permit.

NAME	ADDRESS	TELEPHONE (OPTIONAL)	DATE
Leanne Wickham Wick	1339 Division St. N.C. 91950	(619) 316-5608	3-1-16
Lois Grademan Jr.	1339 Division St. N.C. 91950	619-264-7311	3/1
Becky Barron	306 Palm Ave National City, CA 91950	619-474-5656	3-1-16
Russell Pysant	114 L Ave N.C. 91950	619-474-0167	3-1-16
Sam Provenzano	416 Palm ave N.C. 91950	619-718-1100	3/1/16
GILBERT A. CANDLER	1405 E DIVISION ST. N.C. 91950	619-779-0567	3-3-16
NICKIE M. DELOACH	2616 E. 5 th ST. N.C. 91950	3-3-16	
Virginia DeLoach	1419 E 7 th N.C. 91950	(619) 717-4458	3-4-16
Eva Fuelle	38 South Dixiel Ave N.C. 91950	619-339-2087	3-4-16
GRAC TOPACIO	228 PALM AVE N.C. 91950	(619) 796-9057	3/4
MARLYN DUK	1000 E 2 nd ST N.C. 91950	619-249-1001	
Guy Wright	1632 Gamma St N.C. 91950	619 715 1428	3/4

Total this page = _____

Page _____ of _____

We, the undersigned, are residence and / or work in National City, California. We have been made aware that Gama Produce and / or a representative have applied for a Type 20 (Beer and Wine License) at 1605 E. 4th Street, National City, CA 91950. We feel that the addition of an alcoholic beverage outlet at this location will be detrimental to the public safety, Health and welfare of our children and this community. I am over the age of 18 and I am **NOT IN SUPPORT** of this license application / Conditional Use Permit.

NAME	ADDRESS	TELEPHONE (OPTIONAL)	DATE
JHONIE PHILIP	230 KUM ME NC 91950		03/06/16
Alexi Andraca	502 S. Tavenue NC 91950	(619) 713-8862	3/6/16
Osvaldo Miranda	502 S T avenue NC 91950	619 534-0889	3/6/16
Denis Andraca	502 S. T AVENUE NC 91950	(619) 765 9492	3/6/16
Darlene Valdez	321 E. 2nd St. NC 91950	619.931.8650	3/6/16

Total this page = _____

Page _____ of _____

Public Correspondence received in opposition to Gama Produce CUP application.

- Letter and petition from National City Apostolic Assemble of the Faith in Jesus Christ church (54 signatures)
- 11 letters of opposition from community members
- Petition in opposition (partial version attached to staff report) – 168 signatures



125 Palm Avenue
National City, CA 91950
Office: (619) 474-5643
Senior Pastor: Misael Zaragoza



I am humbled to stand before the distinguished members of The National City Planning Commission, community leaders and fellow citizens. As a representative of my local church congregation: *Christian Center of National City*, I speak on behalf of our membership, ministerial body and council of pastors. Since 1962, our church has been a productive member of this beautiful National City community. Through the years as National City has grown, we too have grown. Presently our congregation is over 600 members strong; many of whom are filled with a deep passion to see positive change occur within their community. The health and well-being of our community is important to us.

As a congregation we have united together to oppose the *Conditional Use Permit for Beer and Wine Sales at Gama Produce*. We contest that our community is already struggling heavily with substance and alcohol abuse; the inclusion of an additional alcohol distribution location will only exasperate an already delicate situation. Since October 2015, there has been over 145 alcohol related crimes all within a one-mile radius of our local congregation at 125 Palm Avenue, National City, CA. Our Church property and Senior Center apartments are both one-minute-walks from two businesses that distribute alcohol: Alotta's Cocktails and Ranch House Liquor. Both occupy corners on the East 4th Street/Palm Avenue intersection. If Gama Produce is allowed its license, we would have 3 of the 4 corners on the East 4th Street/Palm Avenue intersection distributing alcohol.

As citizens who love National City, we are concerned with the prospect of having our civic leaders permit an additional alcohol permit in an area that is less than one mile from two elementary schools (El Toyon Elementary and Rancho de la Nación Elementary), one public park, a public hospital, as well as being less than one minute away from the Interstate 805 onramp.

In response to the heavy sale of alcohol, members of our church as well as residents from our church Senior Center have been discouraged from patronizing businesses on the East 4th Street/Palm Avenue intersection. We now provide nutritious snacks and beverages—at no cost—to our children to ensure that they do not patronize any establishment that participates in the deterioration of our community. Although this comes at a financial costs to our church, we feel that it is a small cost when compared to the long term benefits of an alcohol free community.

In 2003 we were proud to establish Integrity Charter School on our local church property as a means to provide quality education for the underserved in National City. It was the first charter school approved in National City, California. Unfortunately due to the close proximity to alcohol distribution as well as the higher crime-rates associated with alcohol use, it was deemed necessary to move to National City Boulevard.

It is discouraging for us to have to take such measures to protect our children from the heavy distribution of alcohol so close to our place of worship. When we heard the possibility of another alcohol license was being considered our congregation was moved to act. We are absolutely opposed to the *Conditional Use Permit* and hope that you make an honest effort to consider our concerns. As a testament of our disapproval, we respectfully submit a petition signed by our membership in opposition to the proposed alcohol permit.

The Christian Center of National City is proud to support our community. Thank-you for giving us this opportunity to voice our concerns.


SENIOR PASTOR

We, the undersigned, are residence and / or work in National City, California. We have been made aware that Gama Produce and / or a representative have applied for a Type 20 (Beer and Wine License) at 1605 E. 4th Street, National City, CA 91950. We feel that the addition of an alcoholic beverage outlet at this location will be detrimental to the public safety, Health and welfare of our children and this community. I am over the age of 18 and I am **NOT IN SUPPORT** of this license application / Conditional Use Permit.

NAME	ADDRESS	TELEPHONE (OPTIONAL)	DATE
Felix A. Parra Jr.	306 Palm Ave. Apt. 20, 91950	6192544016	4/30/16
Rebecca Zaragoza	125 PALM AVE NATL CITY 91950	474-5643	4/30/16
Marcus Zaragoza	125 PALM AVE NATL CITY, 91950	474-5643	4-30-16
José A. Carrillo	306 palm ave N.C. 91950		4/30/16
Pelia Ruiz	306 Palm ave. N.C. 91950		4/30/16
Lupita Ortiz	202 palm ave n.c. 91950		5-1-16
Janett A. Nizd	125 palm ave National City 91950.		5-1-16
Rebekah Barron	306 Palm Ave. #2 N. C. Ca.		4/27/16
Vanessa Cruz	1530 E 20th st. National City CA, 91950		5-1-2016
Abraham Contreras	306 Palm ave ap. #5 Nat. City Ca, 91950		5-1-16
Ester Rodriguez	306 Palm Ave. #15 N.C. CA, 91950		4-27-16
Larry Rodriguez	306 Palm Ave. #9 N.C. CA, 91950		5/1/16
Juan Barron	306 PALM AV. #2 N.C. ca 91950		5/1/16

Total this page = 10

Page 1 of 5

We, the undersigned, are residence and / or work in National City, California. We have been made aware that Gama Produce and / or a representative have applied for a Type 20 (Beer and Wine License) at 1605 E. 4th Street, National City, CA 91950. We feel that the addition of an alcoholic beverage outlet at this location will be detrimental to the public safety, Health and welfare of our children and this community. I am over the age of 18 and I am **NOT IN SUPPORT** of this license application / Conditional Use Permit.

NAME	ADDRESS	TELEPHONE (OPTIONAL)	DATE
Clara P.	306 Palm Ave N.C.		May 1, 16
Yuri O. Valenzuela	242 palm Ave. N. C		05-01-2016
	125 Palm Ave. N C CA 91950		5-1-16
Roussi Pacheco	1740 E 4th NC, Ca. 9195		5-1-16
Luis Pacheco	924 E 15th ST N C 91950		5-01-16
Elias Escamilla	924 E 15th ST N.C. 91950		5-1-16
Teresa Rodriguez	366 Palm Ave H9 N.C. C.		5-01-16
Guadalupe Escamilla	924 E 15th. N. City Cal.		5-01-16
Marina Contreras	306 Palm Ave apt#5 N. City Ca, 91950		5/1/16
Ruben V. Contreras	306 palm Ave. apt#5 N. City Ca, 91950		
Lupita Araya	1816 E Ave. National City Ca 91950		
Ruben Araya	1816 E. Ave National City, Ca 91950		5/1/16
E. LOREN4 R6UEZ	3423 Stockman St. National City 91950		

Total this page = 17

Page 2 of 6

We, the undersigned, are residence and / or work in National City, California. We have been made aware that Gama Produce and / or a representative have applied for a Type 20 (Beer and Wine License) at 1605 E. 4th Street, National City, CA 91950. We feel that the addition of an alcoholic beverage outlet at this location will be detrimental to the public safety, Health and welfare of our children and this community. I am over the age of 18 and I am **NOT IN SUPPORT** of this license application / Conditional Use Permit.

NAME	ADDRESS	TELEPHONE (OPTIONAL)	DATE
Dorene Cerrato Dorneo	144 S. Harbison Ave National City, CA		5/1/16
Arturo L Cerrato	144 S Harbison Ave NATIONAL CITY		5-1-16 9/1950
Margarita Vazquez	306 palm Ave #13 National City		5-01-16
Erisma Silva	306 palm Ave #18 National City		5-01-16
Lelia Ramirez	1922 C AVE NATIONAL CITY CA		91950
ma S Bango	5680 Division St San Diego		92113 5-01-16
Felipe Ramirez Felipe Ramirez	1922 "C" Ave National City CA		91950 5/1/16
Lucia Parra Parra	8249 Warmwood Ave National City CA		91950 5/1/16
Nancy Gamara	701 National City Blvd. National City CA		91950 5-1-16
Alis	306 Palm Ave #18 National City CA		9/1950-16
Oralia Kelly	2308 "L" ave National City CA		91950 5/1/16
Abraham Benitez	306 palm Ave #20 National City CA		91950 5-1-16
Martina Alvarez	306 Palm Ave #17 National City, CA		91950 May-2016

Total this page =

17

Page

3 of 5

We, the undersigned, are residence and / or work in National City, California. We have been made aware that Gama Produce and / or a representative have applied for a Type 20 (Beer and Wine License) at 1605 E. 4th Street, National City, CA 91950. We feel that the addition of an alcoholic beverage outlet at this location will be detrimental to the public safety, Health and welfare of our children and this community. I am over the age of 18 and I am **NOT IN SUPPORT** of this license application / Conditional Use Permit.

NAME	ADDRESS	TELEPHONE (OPTIONAL)	DATE
Maria Pung	1630 E. 20 th St. National City CA, 91950		5/01/16
Jose Carrillo	125 Palm Ave. N.C. CA 91950		May 1, 2016
Jose Carrillo, Sr.	1530 E. 20 th St N.C. CA 91950		5/01-16
Priscilla Carrillo	306 Palm Avenue #1	91950	5/1/16
JOCELYN GARCIA	306 PALM AVE APT#4 NATIONAL CITY, CA, 91950		
Jose Carrillo	306 PALM #6 NATIONAL CITY CA, 91950		5-1-16
Lara Sanchez	306 PALM #6 National City CA	91950	
Isabel Valverde	306 palm ave #7 N. City, Ca.	91950	MAY. 1, 16
Alice Merullo	306 Palm Ave #8 N. City Calif	91950	
Leo Pung	306 Palm Ave #3 N.C. CA 91950		5/01/16
Israel Contreras	306 Palm Ave #5 National City CA	91950	5/1/16
Ruben Jr Contreras	306 Palm ave apt #5 Nat. C. Cal.	91950	5/1/16

Total this page = 14

Page 4 of 5

Roger Malachi
705 Palm Ave
National City CA 91950

Dear Planning Committee

I oppose the beer and wine for come produce
because it will change the area from a
neighbor friendly community. Our kids do not need to see
beer and wine in every ~~store~~ store they go into.

Sincerely

~~Roger~~ Roger Malachi

GARY BERLINGUETTE
535 PALM AVE

NATIONAL CITY PLANNING COMMITTEE

DEAR PLANNING COMMITTEE,

I OPPOSE THE BEER AND WINE LICENSE
FOR GAMA PRODUCE BECAUSE IT WILL
MAKE THE AREA NOT SAFE FOR THE AREA
WE ALREADY HAVE TOO MUCH CRIME IN
THE AREA, WE DO NOT NEED MORE
BEER AND WINE STORES.

Gary Berlinguette

Mendoza, Ramon

1705 E 5TH ST. NATIONAL CITY, CA. 92150

DEAR PLANNING COMMITTEE

I oppose THE BEER AND WINE
LICENSE FOR GAMA PRODUCE. WE
ALREADY HAVE TOO MANY BEER AND
WINE LICENSE IN THE AREA. WE DO
NOT NEED ANY MORE

Sincerely yours

Ramon Mendoza

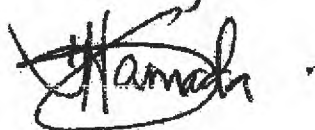
Frederic Hamada
135 Laurel St. Apt. 15
National City, CA. 91950

National City Planning Committee:

Dear Planning Committee,

I oppose the Beer and Wine License for Gamma Produce because it will make the area not safe for the kids. We already have too much crime in the area. We do not need more beer and wine stores.

Sincerely,

 Frederic Hamada

Israel Diaz

331-50-Kenton Ave.

National City Ca 91950

I oppose The beer and wine License to Gamz
Produce. We already have too many beer and
Wine License in the area. We do not need
any more

Israel Diaz

JOUEL DAMASO

930 E. 4TH ST.

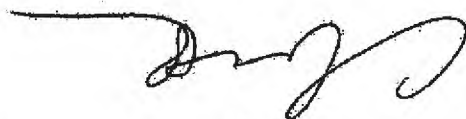
NATIONAL CITY, CA 91950

DEAR PLANNING COMMITTEE,

I OPPOSE THE BEER AND WINE LICENSE FOR
GAMA PROPOSAL BECAUSE IT WILL MAKE THE
AREA NOT SAFE FOR THE KIDS. WE ALREADY
HAVE TOO MUCH CRIME IN THE AREA. WE DO
NOT NEED MORE BEER & WINE STORES.

SINCERELY YOURS,

Joel Damaso



Sincerely yours

I oppose the Beer and Wine License For Ghana
 Because it will ~~make~~ make the area
 not safe for the kids. we already have too
 much crime in the area. we do not need
 more beer and wine stores

Planning Committee

Chris Rosas
 1726 East 55th
 White City G. 91950

Alvin O. J.

Sincerely,

Dear Planning Committee.
I Oppose the beer and wine license for Grana
Produce. We already have to many beer and
wine license in the area. We do not need anymore.

Darwin Martinez
111 Norton Ave.
National City CA. 91950

Deleuze & Guattari

Sincerely,

I agree the bar and name for Gamma produce
because I think it will bring more crime to the
area. I don't have a long time to clean up the
area and make it safe, this will change
all the hard work this community has
done.

Best Wishing committee,

Deleuze & Guattari
1994 (p. 511)

JOHN MORALES

431 SO. T AVE
NATIONAL CITY CA 91950

DEAR PLANNING COMMITTEE,
I OPPOSE THE BEER & WINE
LICENSE FOR GAMA PRODUCE
BECAUSE OF IT WILL MAKE THE
AREA NOT SAFE FOR THE KIDS,
WE ALREADY HAVE TOO MUCH
CRIME IN THE AREA, WE DO
NOT NEED MORE BEER & WINE
STORES

SINCERELY

Mr. John Morales

National City Planning Committee:

My Name is Charleen B. King. I live at 223 East 3rd Street in National City. My home Phone Number is 292-1432. I am writing this letter because I can not be at the meeting on 5/2/2016. I Fell last week and I am not strong enough to come.

My Family and I have been living in National City for most of my life. My late husband (Frank) and I are very active in the Community. For those of you that do not know me My late husband and I started the Christmas bike and toy Drive. Our Program is so big we make the news every year! For many years now, we have given out thousands of Bikes and toys to the kids in National City. We care a lot about this Community and the kids; that is why I oppose the Gam Produce beer & wine license. This Community does not need any more beer & wine stores. This will not be safe for our Community. Our kids do not need to see beer, wine, tobacco, lottery, liquor at every single store and at every corner store in National City. We need to think about our kids and this Community.

Again, I wanted to come to the meeting, but I hope this letter will count toward my opposition!!

Charleen King

223 E 3rd ST. NC

We, the undersigned, are residence and / or work in National City, California. We have been made aware that Gama Produce and / or a representative have applied for a Type 20 (Beer and Wine License) at 1605 E. 4th Street, National City, CA 91950. We feel that the addition of an alcoholic beverage outlet at this location will be detrimental to the public safety, Health and welfare of our children and this community. I am over the age of 18 and I am **NOT IN SUPPORT** of this license application / Conditional Use Permit.

NAME	ADDRESS	TELEPHONE (OPTIONAL)	DATE
DARWIN MARTINEZ	114 NORTON AVE NATIONAL CITY CA 91950	(619) 206-4661	2-15-16
EDDIE PAVONEZ	114 NORTON AVE NATIONAL CITY CA 91950	619 947 9123	2/15/2016
JAMES R. DIMAS	1730 LA POSADA ST., N.C., CA 91950	(619) 419-0894	2/15/16
LARRY MENDOZA	1705 E 5 TH ST NATIONAL CITY 91950	(619) 372-284	2/15/16
Harold Branch	334 South CLAIRMONT AVE National City 91950	619 459 9980	2/15/16
JOSUE DANTASO	930 E. 4 TH ST. NATIONAL CITY, 91950	(619) 259-8545	2-16-16
CHARLES KING	223 E 3RD ST. N.C., 91950	298 1432	2/16/16
STEVE LUNAS	110 S BELMONT AVE. NATIONAL CITY CA. 91950	(619) 682-6777	2/16/16
Mike Sweetman	1574 E 7 TH ST Nat City 91950	619 507 9410	2-16-2016
DAVID HULL	116 PALM AVE #14 NATIONAL CITY 91950	619 323-3888	2-16-16
MIKE MARTINEZ	709 M AVE. NATL. CITY, CA 91950	619 477 3710	2/17/16

Total this page = 11

Page 1 of

We, the undersigned, are residence and / or work in National City, California. We have been made aware that Gama Produce and / or a representative have applied for a Type 20 (Beer and Wine License) at 1605 E. 4th Street, National City, CA 91950. We feel that the addition of an alcoholic beverage outlet at this location will be detrimental to the public safety, Health and welfare of our children and this community. I am over the age of 18 and I am **NOT IN SUPPORT** of this license application / Conditional Use Permit.

NAME	ADDRESS	TELEPHONE (OPTIONAL)	DATE
Ismael Diaz <i>Ismael Diaz</i>	331-50 Kenton Ave. National City CA 91950	619/933-3046	2/17/16
Fred Hamada <i>Fred Hamada</i>	135 Laurel St Apt #15 National City CA 91950	619 948 8676	2/17/16
Thomas Hunt <i>Thomas Hunt</i>	1510 E 4th St National City CA 91950	9186083459	2-12-16
Heslie Jaltman <i>Heslie Jaltman</i>	1531 E 6th St National City CA 91950		2/14/2016
Enrique Gomez <i>Enrique Gomez</i>	420 L Ave National City CA 91950	619 477 59	2/17/2016
RONNY BLANCO <i>Ronny Blanco</i>	2621 E. 2nd St National City, CA 91910		2/17/16
Felipe Rios <i>Felipe Rios</i>	418 - M Ave National City CA 91950	217-16 858 243 7580	
MIKE LADLEY <i>Mike Ladley</i>	138 NORTON AVE NATIONAL CITY CA 91950	619-677-9566	2/17/16
JEREMY SERRANO <i>Jeremy Serrano</i>	1709 BETH ST. NATIONAL CITY CA 91950	619 840-2863	2-17-16
Lola Garcia <i>Lola Garcia</i>	223 Norton Ave N.C. 91950	619 804 9712	-02-17-16
STEVE EKUNA <i>Steve Ekuna</i>	2833 E 3rd St N.C. 91950	619 479-0832	2-17-16
STEVEN CLARK <i>Steven Clark</i>	8217 E 5th St N.C. 91950	(619) 838-4442	2-17-16
GEORGE K GATES <i>George K Gates</i>	946 N A #27 NC 91950	(619-886-3869	2-17-16

Total this page = 13

Page 2 of

We, the undersigned, are residence and / or work in National City, California. We have been made aware that Gama Produce and / or a representative have applied for a Type 20 (Beer and Wine License) at 1605 E. 4th Street, National City, CA 91950. We feel that the addition of an alcoholic beverage outlet at this location will be detrimental to the public safety, Health and welfare of our children and this community. I am over the age of 18 and I am **NOT IN SUPPORT** of this license application / Conditional Use Permit.

NAME Hr	ADDRESS	TELEPHONE (OPTIONAL)	DATE
Hector Lopez	303 LAUREL AVE #24 N.C. CA 91950	(619) 419-9561	2/17/16
Jessie Tshind	235 E 8 th Street NATIONA 91950	634-0688	2/18/16
TED ROSA	2219 E 1 st N.C. 91950	479-5049	2/18/16
George Romero	203 Laurel Ave #75 N.C. 91950	800-5840	2/18/16
PLACIDA BANTISTA	2921 E 11 th ST NAT. CITY CA 91950	(619) 453-4934	2/18/16
Cantela Oscar	116 Palm Ave Apt #18 National city	919 (619) 713-3004	2/18/16
Diana Chapin	32 Laurel Ave National city 91950		2/18/16
DIONISADO D CANO	910 EUCLID AVE NATIONAL CITY 91950	861-1353	2/18/16
MAURY WOLFE	3107 E. 18 th ST. NATIONAL CITY 91950	619-512-7288	2/18/16
Markaviste Morgan	601 E AVE #14, NATIONAL CITY, CA 91950	(619) 385-3337	2/18/16
Nauf	535 PALM AVE NATIONAL CITY CA 91950	619-962-1706	2/18/16

Total this page = 11

Page 3 of

We, the undersigned, are residence and/or work in National City, California. We have been made aware that Gama Produce and/or a representative have applied for a Type 20 (Beer and Wine License) at 1605 E. 4th Street, National City, CA 91950. We feel that the addition of an alcoholic beverage outlet at this location will be detrimental to the public safety, Health and welfare of our children and this community. I am over the age of 18 and I am **NOT IN SUPPORT** of this license application / Conditional Use Permit.

NAME	ADDRESS	TELEPHONE (OPTIONAL)	DATE
Robert S. Saito Robert S. Saito	125 N. U Ave. National City, CA 91950	619-253-5058	2/12/16
Chris Ross Chris	1726 West 5 th St National City, CA 91950	619-764-0532	2/14/16
Francisco Ruiz	1504 E. 1 st St N.C. CA. 91950	474 5555	2/10/16
DAVID NIETO David Nieto	420*6 Q St. N.C. CA. 91950		2/10/16
Francisco Sotelo Francisco Sotelo	28th MARIPOSA ST N.C. 91950	619 6189280	2/13/16
Danny Drake Danny Drake	1224 Roosevelt Ave N/C 91950	619-247-2848	2-18-16
Jocelyn Edwin Jocelyn Edwin	705 Palm Ave National City, CA 91950	619-577-8623	2/15/16
Ron ARNS Ron Arn	535 Palm Ave NC. 91950	619 394 9558	2/18/16
Jesse Lipe J.L.	635 G AVE N.C. 91950	(619) 736-2666	2/10/16
Alberto Pimentel Alberto Pimentel	733 J AVE N. C. 91950	(619) 486-1839	02/15/16
Jessica Lorena Jessica Lorena	425 Palm Ave. N.C. 91950	(619) 273-1308	02/18/16
Victor Ramos Victor Ramos	203 Norton Ave NC 91950	(619) 791-3753	02/10/16
JOSHUA T. CRUE Joshua T. Crue	531 RACHAEL AVE. N.C. 91950	(619) 475-3784	2/19/16

Total this page = 13

Page 4 of

We, the undersigned, are residence and / or work in National City, California. We have been made aware that Gama Produce and / or a representative have applied for a Type 20 (Beer and Wine License) at 1605 E. 4th Street, National City, CA 91950. We feel that the addition of an alcoholic beverage outlet at this location will be detrimental to the public safety, Health and welfare of our children and this community. I am over the age of 18 and I am **NOT IN SUPPORT** of this license application / Conditional Use Permit.

NAME	ADDRESS	TELEPHONE (OPTIONAL)	DATE
Arturo Contreras	1332 E 5th St. N.C. 91950	619-468-2767	2/19/16
Walter T. Vazquez	48 Hingwood N/C CA 91950	619 470-3411	2/9/2016
JOHN MORALES	431 SO TAVE N.C. 91950	619 674 4895	2-19-16
Tom Pepper	128 JO. KENSON N.C. 91950	619 476 8962	2/19/16
JACK DUKE	1000 E. 2nd ST N.C. 91950	619-933-5491	2/19/16
David Mendez	1705 E 5th St. National City, CA 91950	619-773-3519	2/19/16
CARLES HERNADEZ	1319 E 5th National City CA 91950	619-292-3145	2/19/16
YANESSA AMBROS	1319 E 4th ST NATIONAL CITY CA 91950	619-955-9620	2/19/16
DEAN	1001 - AVE K. NATIONAL CITY CALIF 91950	619-250-5572	2/19/16
DAVID HERNANDEZ	258 LAUREL AVE. N.C. CA. 91950	619-434-1346	2/19/16
JOE LAMON	1116 Palm Ave #5 N/C CA 91950	619 1577 5523	2/19/16
Michelle Ortiz	305 E 2nd St National City 91950	(619) 755-6826	2/17/16
JOSE LAMON	2510 E 5th St N/C 91950	(619) 571-5812	2/19/16

Total this page = 13

Page 5 of

We, the undersigned, are residence and / or work in National City, California. We have been made aware that Gama Produce and / or a representative have applied for a Type 20 (Beer and Wine License) at 1605 E. 4th Street, National City, CA 91950. We feel that the addition of an alcoholic beverage outlet at this location will be detrimental to the public safety, Health and welfare of our children and this community. I am over the age of 18 and I am **NOT IN SUPPORT** of this license application / Conditional Use Permit.

NAME	ADDRESS	TELEPHONE (OPTIONAL)	DATE
Linton Wilson	879 PLAZA CALIFORNIA WY		2/20/16
Patrick McDonald	2229 east 4th NCCA 91950		2/20/16
LARRY DAVE	70 S. KENTON AVE. NC 91950	619-767-7030	2/20/16
Jennifer Swoope	236 PALM AVE NATIONAL CITY CA 91950	(619) 731-1604	2/20/16
Julio BAMBON	1046 east 4th st. NC 91950	619-642-6584	2/20/16
CARMEN ALCOSOR	114 LAUREL AVE. NATIONAL CITY 91950	619-768-7124	2/20/16
ROLAND MARLEMAN	100 LAUREL AVE NATIONAL CITY 91950	619-787-7053	2/24/16
Adrian Alcosor	114 Laurel Ave Nat. City 91950	619-768-7124	2/20/16
Zane & Renee	205c Norton cell 42, E. NC 91950	509-791393	2/20/16
Sonya Gomez	526 'L' Ave NC 91950	619-508-9800	2/20/16
Luis NAVARRO	1459 E. 1st Street Nat City 91950	619-621-9588	2/20/16
Monica McRae	1420 E. ST. ST. NC 91950	619-774-5719	2/20/16
Andrea Hernandez	205 Norton AVE NC 91950	619-732-2849	2/20/16
FRANK Robles	1648 7th St NC 91950	(619) 765-9755	2/20/16

Total this page =

14

Page 6 of

We, the undersigned, are residence and / or work in National City, California. We have been made aware that Gama Produce and / or a representative have applied for a Type 20 (Beer and Wine License) at 1605 E. 4th Street, National City, CA 91950. We feel that the addition of an alcoholic beverage outlet at this location will be detrimental to the public safety, Health and welfare of our children and this community. I am over the age of 18 and I am **NOT IN SUPPORT** of this license application / Conditional Use Permit.

NAME	ADDRESS	TELEPHONE (OPTIONAL)	DATE
Trina Packard <i>TL</i>	238 Palm ave. NC 91950	(619) 249-2712	2/20/16
Rebecca G. Santos <i>Rebecca</i>	910 Euclid Ave. # 134 National City CA 91950	(619) 861-0822	2/21/16
Evelyn Johnson <i>EJH</i>	1531 East 6th St National City CA 91950	(619) 477-0821	2/21/16
Richard G Aguero <i>Richard</i>	320 Norton Ave. National City CA 91950	(619) 477-9237	2/21/16
Rebecca Lopez <i>Rebecca</i>	414 K Ave. N.C. 91950		2/21/16
DAVID Nelson <i>David Nelson</i>	1038 E. 2nd St. N.C. 91950	619 259-3701	2/21/16
DARA CHHUN <i>DARA CHHUN</i>	1121 PALM AVE NAT. 91950	213-2737	2/22/16
Lana Santoyo <i>Lana</i>	325 1/2 Norton Ave. NC, CA 91950	619-477-1614	02/22/16
Rene Gaffney <i>Rene</i>	1723 Delta St N.C. CA 91950	619-884-4161	2/22/16
Roberto Hernandez <i>Roberto</i>	205 Norton ave apt A N.C. 91950	(619) 634-00-31	2/23/16
MARLYN Brown <i>Marlyn</i>	238 Palm ave. NC 91950	(619) 261-3161	2/23/16
Ginny Edmondson <i>Ginny Edmondson</i>	420 Q Ave #6 NC 91950	(619) 390-637	2/23/16
Nicolina Spasaro <i>Nicolina</i>	1604 E 4th St NC, CA 91950	619-477-0212	2/23/16

Total this page = 13

Page 7 of

17

We, the undersigned, are residence and / or work in National City, California. We have been made aware that Gama Produce and / or a representative have applied for a Type 20 (Beer and Wine License) at 1605 E. 4th Street, National City, CA 91950. We feel that the addition of an alcoholic beverage outlet at this location will be detrimental to the public safety, Health and welfare of our children and this community. I am over the age of 18 and I am NOT IN SUPPORT of this license application / Conditional Use Permit.

NAME	ADDRESS	TELEPHONE (OPTIONAL)	DATE
PERRY JUANCA	439 PALM AVE, NC 91950	323-535-2146	2/23/16
MICHAEL GABRIEL	640 M AVE NE CALF 91950	619 524-768	2/23/16
Diane Shine	1370 S 50th St NC CA 91950	916 756 7338	2/23/16
Miguel Miguel	1114 East 5th St. N.C. CA. 91950	-791-4140	2/23/16
Jaime Lopez	3221 NATIONAL CITY BLVD SPC 71 N.C. CA 91950	619 307 3798	02/23/16
Hector Ariza	1308 E 4th Street National City 91950	619 496 1430	2/23/16
FRANK CRESTAK	2415 E 2ND ST. NATIONAL CITY, 91950	619-267-9391	2-24-16
Hilary Morrison	1434 E. 7th St. NC CA 91950	619 962 4030	2/24/16
LUIS ESTRADA TR	708 M AVE #C NATIONAL CITY CA 91950	(619) 929-1780	2/24/16
Socorro Gonzalez	1344 EAST 6th St N.C. CA 91950	(619) 581-2622	2/24/16
Armando Ramez	205 Norton ave N.C. CA 91950	(619) 586-2406	2/24/16
JOSE ALBERTO SOTO	1410 E DIVISION ST N.C. 91950	619 791 0435	2-24-16
ROBEN B. RIVERA	3505 PEACH Blossom LN N.C. 91950	(661) 301-2086	2/25/16

Total this page = 13

Page 8 of

We, the undersigned, are residence and / or work in National City, California. We have been made aware that Gama Produce and / or a representative have applied for a Type 20 (Beer and Wine License) at 1605 E. 4th Street, National City, CA 91950. We feel that the addition of an alcoholic beverage outlet at this location will be detrimental to the public safety, Health and welfare of our children and this community. I am over the age of 18 and I am **NOT IN SUPPORT** of this license application / Conditional Use Permit.

NAME	ADDRESS	TELEPHONE (OPTIONAL)	DATE
Gilbert A. Pimentel	430 Thelma Way, N.C., CA 91950	858-361-4932	2/27/16
Rove Oranda	1905 Love Ave N.C. CA 91950	(619) 259-4286	2/27/16
Luis F. Fariñas	1441 E 5th St N.C. CA 91950	619-666-86-85	2/28/16
David Torres	3840 Peach Blossom St N.C. 91950	619-253-6897	2/28/16
Demarcus Loyola	1319 East 5 th St N.C. 91950	619-224-1540	2/28/16
NIMFA F. ARDI	1027 Palm Ave. N.C. 91950	619-292-2837	2/29/16
Jorge Ortiz	2032 E 4th St N.C. 91950	(619) 206-8787	2-29-16
Christian Micho	2222 East 5th Street National City CA 91950	(619) 382-0172	2/29/16
Ramon Triguero	2040 E 5th St N.C. 91950	619-274-7984	2/29/16
Rafael S. Courtney	608 K Avenue National City 91950	619-474-3667	2/29/16
Ricardo Vinas	1634 E 4th St N.C. CA 91950	(619) 831-7087	2/29/16
Lance Edwin	105 Palm Ave. N.C. CA 91950	(619) 292-0287	2/29/16
Genancio Tano	105 PALM AVE. N.C. CA 91950	(619) 900-8292	2/29/16

Total this page = 13

Page 9 of

We, the undersigned, are residence and / or work in National City, California. We have been made aware that Gama Produce and / or a representative have applied for a Type 20 (Beer and Wine License) at 1605 E. 4th Street, National City, CA 91950. We feel that the addition of an alcoholic beverage outlet at this location will be detrimental to the public safety, Health and welfare of our children and this community. I am over the age of 18 and I am NOT IN SUPPORT of this license application / Conditional Use Permit.

NAME	ADDRESS	TELEPHONE (OPTIONAL)	DATE
Leanne Wick Leanne Wick	1339 Division St. N.C. 91950	(619) 316 5608	3-1-16
LOIS GRAD EMMAN LOIS GRAD EMMAN	1339 DIVISION ST. N.C. 91950	619-264-7318	3/1/16
Becky Barron Becky Barron	306 Palm Ave National City, CA 91912	619-474-5243	3-1-16
Russell P. Russell P.	114 L AVE NC 91950	619-474-0167	3-1-16
Sam Phonsavanh Sam Phonsavanh	416 Palm ave NC 91950	619-718-1100	3/1/16
GILBERT A. GILBERT A.	1405 E DIVISION ST. NC 91950	619-779-0567	3-3-16
NICK NICK	2616 E 5 th ST. N.C. 91950		3-5-16
Virginia Delao Virginia Delao	1419 E 7 th N.C. 91950	(619) 717-4458	3-4-16
Eva Fuste Eva Fuste	38 South Dixiel Ave NC 91950	619-339-2087	3-4-16
GREG TOPACIO GREG TOPACIO	228 PALM AVE N.C. 91950	(619) 996-9057	3/4/16
MARILYN DUK MARILYN DUK	1000 E 2 nd ST. N.C. 91950	619 249-1361	
Guy Wright Guy Wright	1632 Gamma st N.C. 91950	619 715 1428	3/4/16

Total this page = 12

Page 10 of

13 We, the undersigned, are residence and / or work in National City, California. We have been made aware that Gamma Produce and / or a representative have applied for a Type 20 (Beer and Wine License) at 1605 E. 4th Street, National City, CA 91950. We feel that the addition of an alcoholic beverage outlet at this location will be detrimental to the public safety, Health and welfare of our children and this community. I am over the age of 18 and I am NOT IN SUPPORT of this license application / Conditional Use Permit.

NAME	ADDRESS	TELEPHONE (OPTIONAL)	DATE
JHONATE PISCAR	280 PALM AVE NC 91950		03/06/2016
Alexi Andraca	302 S. Tavenue NC 91950	(619) 713-8862	3/6/2016
Orlando Miranda	502 S T Avenue NC 91950	619 534-0889	3/6/16
Denis Andraca	502 S. T Avenue NC 91950	(619) 765-9492	3/6/16
Darlene Valdez	321 E. 2nd St. NC 91950	619-931-8650	3/6/16
Vicente Diaz	2704 E 18th St. NC. 91950	(619) 381-3782	3/7/16
Alicia Garcia	409 L ave N.C. Ca 91950	619-931-9633	3/7/16
Cristian Gonzalez	1604 E. 4th St. NC, Ca. 91950	(619) 881-0263	3/7/16
Marcos Castro	306 PALM AV. APT #11 NC.CA. 91950	(619) 454-6729	3/8/16
Sonia Granados	6029 R Ave N.C.A. 91950	619-931-3171	3/9/16
JOAQUIN HOS	205 NORT. AV. A.P.P 91950	619 931 4015	3/8/16
Maria Silva	4127 E 1st St San Diego Ca National City	(619) 789-8510.	3/9/16
STEPHEN S LUNAS	1102 @ 3RD ST APT B. NATIONAL CITY 91950		3/14/16

Total this page =

13

Page 11 of

12 We, the undersigned, are residence and / or work in National City, California. We have been made aware that Gama Produce and / or a representative have applied for a Type 20 (Beer and Wine License) at 1605 E. 4th Street, National City, CA 91950. We feel that the addition of an alcoholic beverage outlet at this location will be detrimental to the public safety, Health and welfare of our children and this community. I am over the age of 18 and I am **NOT IN SUPPORT** of this license application / Conditional Use Permit.

NAME	ADDRESS	TELEPHONE (OPTIONAL)	DATE
ALISA ARN Wright	5411 V AVE N.C 91950	(415) 799-8978	3/10/16
NORI Martinez	5260 th NC 91950	(619) 633-6020	3/16/16
Cijirivera Chavez	2402 1001 P AVE NC 91950	(619) 552-5380	3/10/16
ANA JAMES Chavez	405 RACHARD AVE. NC 91950	(619) 207-1592	3/14/16
Marissa Miller Miller	1720 E 4th St NC 91950	(619) 496-3224	3/10/16
Kate Lynn Miller Miller	1720 E 4th St NC 91950	(619) 496-3224	3/10/16
SFakoy Sfakoy	920 C AVE NC 91950	(619) 932-9208	3/10/16
Bennie Womble Bennie	114 L AVE NC 91950	(619) 474-0167	3/19/16
Evelyn mottler Mottler	419 palm St National city 91950	(858) 352-8813	3/19/16
Joan A. Martinez Martinez	203 Laurel National city 91950	(619) 7418-9860	3/23/16
STEVEN LARA Lara	141 NORTON AVE NATL CITY, CA 91950	(619) 772-0196	3/23/16
VERONICA LARA Lara	141 NORTON AVE NATL CITY, CA 91950	(619) 772-0014	3/23/16
22			

Total this page = 12

Page 12 of

We, the undersigned, are residence and / or work in National City, California. We have been made aware that Gama Produce and / or a representative have applied for a Type 20 (Beer and Wine License) at 1605 E. 4th Street, National City, CA 91950. We feel that the addition of an alcoholic beverage outlet at this location will be detrimental to the public safety, Health and welfare of our children and this community. I am over the age of 18 and I am NOT IN SUPPORT of this license application / Conditional Use Permit.

NAME	ADDRESS	TELEPHONE (OPTIONAL)	DATE
Oscar Villalobos	505 Palm ave NC 91950	(619) 554-6190	03/23/16
Jose Villalobos	505 Palm ave NC 91950	(619) 723-0167	03/25/16
COS STAINES	2304 E DIVISION NE 91950	(619) 473-0416	3/25/16
IVA CASTRO	635 SOUTH T AVE NC 91950	(619) 245-5471	3/25/16
Jose Duran	512 R AVE N.C. 91950	(619) 831-7943	3/25/16
Jocelyn Riops	905 S V AVE NC 91950	(559) 387-2000	3/26/16
Danny Villalobos	629 T AVE NC. 91950	(619) 931-9209	(7-26-16)
Rene Fountain / Rene Fountain	629 R. AVE. NATIONAL CITY, CA 91950	(619) 931-9209	(3-26-16)
WILFREDO AMARIS	2512 FENTON PL. NATIONAL CITY CA. 91950		3/28/16
Natahe Limbaga	1921 EDINBURG ST. N.C., 91950	(619) 646-2827	3/29/16

Total this page = 10

Page 13 of

86

188 of 296

Public Correspondence received in support of Gama Produce CUP application.

- Letter and petition from business owner (144 signatures)
- Letter of support from Chamber of Commerce
- Letter of Support from California National Guard



GAMA PRODUCE

1605 E. 14th St. National City, CA 91950

619-477-2374

Dear Planning Commission of National City,

I would like to submit letter as a rebuttal to the statement of local store owner Robert Zakar, which was submitted in opposition of a Conditional Use Permit for Gama Produce.

Within the opposition letter submitted to you, it states multiple times in regard to the CUP, "Current census tract is over saturated." (Ref #1) I would like to state that these CUP's were approved by the Planning Commission and seem to be the focus of his opposition. This leads me along with other statements in the opposition letter to believe this is not an outcry to for safety and security, nor the welfare of the local area, but a direct attempt to keep Ranch House Liquor sales up as allowing a CUP for Gama Produce could possibly be a threat to his sales of beer and wine.

In addition the opposition letter states there are multiple schools, churches and other civic locations in the area that would be influenced by the granting of a CUP to Gama Produce. (Ref. #3) Ranch House Liquor is directly across the street from Gama Produce and provides a large selection of beer, wine, cigarettes and liquor. For the approximate twenty years Ranch House Liquor has been in business this has not come up as a local concern. Again this provides evidence, the concern is not for the local area but the threat of competitive sales.

With any location that serves alcohol or other vices, there is the potential for crime. In the opposition letter it states, "Crime is sure to increase as a result of an additional alcohol license being issued." (Ref #3 subsection 7) Again Ranch House Liquor has sold more alcohol and vices than Gama Produce is proposing to sell. There is no factual evidence supporting a claim that a citizen buying a beer 100 feet away from an already vetted liquor store would suddenly increase the crime rate to a staggering proportion as to directly contribute to the degradation of society. Weather a citizen buys a beer or bottle of wine at Gama Produce or across the street at Ranch House Liquor would not increase the crime rate that is already existing.

Within the letter there is multiple statements repeating the points there is an over saturation of liquor stores in the area and it is too close to schools and local civic areas. In addition the letter states the reason for denial should be due to the square footage and prior sales advertisements of Gama Produce. I can firmly state it is not my intention to sell the location as I have hope to pass the business onto my daughters after they graduate college. In addition it is not my intention to create a business around wine and beer but only to supplement the income to the stores sales and provide additional service to my customers.

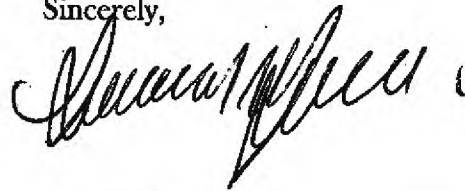
The sales of beer and wine do not do anything but provide a possible loss of sales to Mr. Zakar at Ranch House Liquor which I personally feel is the sole reason for the petition to deny the CUP. This directly contradicts the point of a free business society. To deny ones right to earn a living due to the fear of loss of revenue goes against everything small business owners fight for. In addition small business such as Gama Produce thrive on completion and customer loyalty. I have time and again proven I am an upstanding business owner with a morale background, through the choice not to sell tobacco products and good relationships I have with the surrounding area to include the National Guard who comprise a large bulk of my sales each month.

For seventeen years I have owned and operated Gama Produce each day arriving on time and closing after the last customer without incident. I have supplied the local area with outstanding produce and meat as well as daily product needs. In today's economy is paramount for a small business owner to expand and grow allowing for better service to the community and its citizens.

I am sorry Mr. Zakar and Ranch House Liquor feel I am attempting to take sales away from them, however that is not my intent in any fashion. It is solely to provide better service to my customers and allow my business to grow and make more revenue through a small wine and beer inventory addition, thereby helping to keep my business afloat.

If you have any questions or issues please visit our website at www.GamaProduce.vpweb.com or contact Susana at GamaProduce@outlook.com

Sincerely,



Susana Maza

Owner Gama Produce

SUBJECT

DATE

ALL this Signatures are from my
 Customers who support me to get the license
 to sale Beer and Wine at 1605 E. 4th St.

Feb 24, 2016

Gabriela Mancha (National City)

Oscar Mancha (National City)

Maria Ybarra (National City)

Marianne Mancha (Oceanside)

OLIVIA RODRIGUEZ National City

Daniel Garcia National City

Raul Cano National City

Venecia Colmanio National City

MONICA Contreras Chula Vista

Jonathan Esilio 5477 San Onofre Terrace NA

Michael Mina National City

Sylvia Castaneda, 1134 Delta St. N.C. 91950

Ericka Lopez 421 Rave National City CA 91950

for ~~John~~ 5028 Pelusa St. San Diego CA 92113

ROSA JARAMILLO 4866 Logan ave apt. 201. S.D.

619-408-9206

Cynthia Tapia 4261 Logan Ave. San Diego

Miraiidy Diaz 14 N DREXEL AVENIDA NATIONAL CITY

Manuel Arredondo-

13 Nort Clermont National City 91950

Fred Taylor National City

JAMES VALEZ National City

Moises Casas National City

Crisofomo Gutierrez National City

Crisofomo Gutierrez 271 53 Rd St
 San Diego ca. 92114

1704 E 7th St National City

Gustavo Cruz

Linda Mendoza

85 Monte Vista CV. CA. 91910

Alberto Santacruz 1005 Carlsbad Ch

San Diego, CA.

NAME	ADDRESS	NUMBERS
Nicolina Sposaro	1604 E 4th St	619-477-0212
Manuel Sotom	404 Palm Ave	619-670-0673
Nicki Mike	404 Palm av.	619-474-3000
CHARLOS MORENO	1705 E 5 ST NC.	11619 3814029
Eduardo Rivera	1045 Woodlawn Ave Chula Vista CA	(619) 713-3149
Janet Rivera	1045 Woodlawn Ave, Chula Vista	(619) 808-3984
Monica Patterson	541 Davidson St Chula Vista	(619) 871-4772
HIMBERTO MARTINEZ	950 EAST J STREET CHULA VISTA CA	619 571 1414
Mayra Joe	303 PALM AVE.	(619) 336 2919
JOSE SANCHEZ	844 Regulo Place	619 082804
Madden Monica	1214 MARLINE AVE	(619) 4904610
ROGER, ALAN	3225 NEWBERRY ST.	619 851 3317
Erica Saldana	8205 S. MARIANA VISTA CA 92081	760-670-8269
Reggy Garcia	1740 E. 4th St.	(619) 618-5941
HENRY MARQUEZ	2845 Cavifield Dr.	619-540-3389
Knopfer Rebecca	135 1/2 ADELSON DR.	619-672-0449
WILLIAM KATHYNN	8358 Artimale Way	(619) 548-8221
Hara Ernesto	138 Perov St.	(424) 703-1188
RANOS S MANUEL	4544 ALTACONA AVE	(619) 587-0781
Isaias Duran	649 Via La Cuesta, Chula Vista CA 91913	(619) 862-4799
ECHOVERRIAN LUIS	649 Via La Cuesta, Chula Vista CA 91913	(619) 438-8722
Cynthia Standfr	1401 East 1st Street NC 91950	619 277-9704
Sabat YOUNG	1619 8TH ST N/C	619-358-9657
Doc. Tony	1619 8TH ST N.C	619-218-7717
Vanessa Maza	301 Norton Ave Apt 6 N.C	(619) 763-5295
Parce Robinson	386 Dairy Ave Imperial Beach CA	(619) 392-3267
Abel Garcia	8526 Q Ave National City	(619) 846-7852
Baudelio Rivera	3881 Birch St Apt #A	(619) 799 3071
VICTORINO BAHENA	2110 E 8th St NA CA	(619) 372-3909
Sandra Jaime	3428 Tolas Ct National City CA 91950	(619) 817-5101-
Edwin Camacho	135 Laurel Ave National City	(619) 253-8351
Tring Packard	238 Palm Ave 91950	(619) 761-3161
Blanca Sanchez	993 Bureas Rd Pl San Diego CA 92154	(619) 646 8513
Rodrigo Jimenez	227 Norton Ave Apt D N.C 91950	(619) 900-5205
Ulises Cruz	138 Norton Ave Apt #6 91950	619 250 7338
Jose Velazquez	473 Broadview St	619 805-7804
Luis Navarro	1459 E. 1st St #4 National City CA 91950	

Laura Zarate
1316 Roselawn St
National City CA 91950

Julio Ramirez
2436 Adirondack Row Unit 4
San Diego CA 92139

2039 L ave # 24
National City Ca. 91950
Salvador Tofaya.

H. BACA
NATIONAL CITY, CA

Bernabe Cortes S.
203 Laurel ave. AP. # 62
National city CA.

Elias Sanchez
2136 S Lanaitan Ave
National city CA 91950
NATIONAL CITY 02317 92139
JESUS GARCIA.

2727 Boston Ave
San Diego CA

Ricardo Rodriguez
Jose Beltran (619) 572-0196

Large Paper
305 Norton Ave. National City CA, 91950

Scorgio Rodriguez

1741 la pasada St National City CA-91950

RAUL MEDINA

535 SOUTH T. AVE NATIONAL CITY, CA. 91950

① Jimmy Solman

335 LAUREL AVE APT #1E NATURAL CITY

② Jineeth Rodriguez

817 Etn St Apt 3104 Natural City. 91950.

③ ~~1640~~ Gilberto Lembrino

1740-4 E 14th ST. APT 9-

NATIONAL CITY - CA - 91950

4 Adriana Jimenez

9447 Paradise Ct

National City Ca.
91950

Maria Jimenez

5 1848 S 43rd St

San Diego 92113

6 RODRIGO JIMENEZ

227-NORTON AVE APT. D.

NATURAL CITY CAL 91950

7 Lora Blanca Ochoa

614 Hilang Ave

National City Ca. 91939 91950

8 Nataly Torales, Francisco Salazar.

1710 E 4th St # E

National City, CA, 91950.

9 Emilio Moroy

1504 E 1st St. National City Ca 91950

- 20 Esmeralda Solano
203 Laurel Av 83#
National City CA 91950
- 21 Miriam Torres
203 Laurel Av 15
National City CA 91950
- 22 Pedro Flores
3689 Sunset LN
San Ysidro, CA 92173
- Josue Hidalgo
- 23 314 E 31st National City, CA 91950
- 24 Ron ARMS
535 Palm Ave
National City CA 91950
- 25 Olga Mancada
120 Laurel Ave.
National City CA 91950
- 26 ~~Mama Soria~~
4114 Camino de la Plaza
Apt 25 SAN YSIDRO CA 92173
- 7 Yolanda Estrella
2016 S Llaneta Dr N.C. 91950

38

Carmen Iniguez

505 Q Ave. Ntal City Ca. 91950

39

~~BEATRIZ~~ BEATRIZ BEUTER

232 PALM AVE NATIONAL CITY CA 91950

40

Ben morales - 310 PALM AVE NC CA 9150

41

Martha Negrette - 608 Q Ave National City CA ⁹¹⁹⁵⁰

42

Daniela Lorenzo 4901 palin st National city 92113

43

Eulalia Rivera 2542 E 2nd St
national city 91950

44

Leticia Ruiz - 1410 E. 4th National city CA 91950

45

JUAN ENRIQUE GARCIA

46

CLAUDIA RAMIREZ 3950 DELTA ST SANDIEGO CALIF
92113

47

Daniel Garcia. 1443 1st St National City CA 91950

48

Alma Verdugo 435 Palm Ave NC CA 91950 ✓

49

Toribio Lozano 435 Palm Ave NC CA 91950 A

50

Arturo Jozino 425 Palm ave. National City CA 91950

51

427

52

Shirley Mares 433 Palm Ave NC CA 91950

62 JOSE P. ROMAN
1520 E 5TH ST. ✓

NATIONAL CITY CA 91950

63 Fernando Ramos

205- Norton ave APT B
National City CA. 91950

Flora Lopez

64- 6323 Elsberry St
San Diego CA. 92114

53 Luis A. Arroyo 420 Q Ave Apt #2 N.C

54 David Rigo 1710 E 4th St

55 Jose Luis Limon 4615 Delta St Apt 10

56 Rafael Gago 404 M Ave NC

57 Gloria Diaz 745 S. 4th St.

58 Pedro Zulueta - 1740 E 4th St Apt 14 NC

59 Armando Ramos 205 Norton ave N

60 Alfredo Hernandez 205 Norton ave N

61 Edgar Gago S 2336 E 4th St National city

62 Roberto Gago S "

63 Juan J. Chama 105 W Norton Ave. National City

64 1010 Rockyhill Rd. El Cajon CA 92019
Cecilia Gonzalez

65 Maria G. Hernandez
1312 Scott dr
National city 91950

66 Julio Carranza
1513 E 4th St National City Ca 91950

67 Alma Gieda
1040 Delast National City Ca. 91950

28

Marin Martinez

4941 Magnus way so 92113

29

DANIEL SANDOVAL

979 magenta ST 92113

30

Alicia Sanchez

917 Eta St. Apt. 3501

National City Ca 91950

31

REDEM PANGAN

1227- FIG. CT

NATIONAL CITY CA. 91950

32

Perla Zamudio

1618 E 16 st National city 91950

33

Maria Zamudio

2209 Dav. #201 National city 91950

34

Guadalupe Zoula

420 Q Ave Apt 7 #1 National city CA 91950

35

Gilberto Peña

1402 E 5TH ST NATIONAL CITY ca. 91950

36

LUZ Barragan

420 Q National City 91950

37

Amparo Guito Aldana

614 Q Ave NATIONAL CITY CA 91950

10 E/! A Lopez
1033 E 4TH ST
NATIONAL CITY CA
91950

11 Silvia Torres
1110 PALMAS AVE APT #17
national city

12 ~~vanessa~~ Vanessa Maldonado
301 Norton St. Apt #6 national city CA 91950

13- Ramirez family
222 LOS ALAMOS DR. SAN DIEGO CA 92114

14. chelsey ~~munoz~~ MUNOZ
1305 callejon Segovia unit 32 chula vista
CA 91910

15. Brandon Ibarra
3009 Menlo Ave San Diego CA, 92105

16 Bryan Bautista 5089 Westover Pl.
92102 SD, CA

17 Hector Argiza 1308 E 4th street national city CA

18 ERNESTO Rocha 6530 PLAZA Blvd. S.D. 92114
NATIONAL City 9

19 Ofelia Vargas 1415 E 6 St Nacional e



901 National City Boulevard
National City, CA 91950-3203
Business: 619 477-9339
Fax: 619 477-5018
Web site: www.nationalcitychamber.org

April 29, 2016

Susana Maza
Gama Produce
1605 East 14th Street
National City, CA 91950

To Whom It May Concern:

The National City Chamber of Commerce supports Gama Produce's application for a Conditional Use Permit to sell beer and wine at their business location (1605 E. 14th Street, National City, CA 91950).

On behalf of the Board of Directors of the National City Chamber of Commerce, we fully endorse the CUP application to allow Gama Produce to:

- Provide expanded product options for her customer base;
- Retain her current customer base by meeting their demand for beer and wine sales;
- Compete in the local market economy;
- Increase sales, thereby generating additional sales tax revenue to the City of National City; and
- Take advantage of business development opportunities for Minority Owned Businesses and Women Owned Enterprises to further expand her operations and satisfy her business plan objectives.

Gama produce is an active chamber member in good standing. Furthermore, Ms. Susana Maza, owner of Gama Produce, is an outstanding corporate citizen whom is fully engaged in community and civic affairs. She is supportive of arts, education, and cultural programming as evidenced by her support of the International Mariachi Festival and Competition this past March. Her continuous commitment to youth development through her generous donations to student groups is also noteworthy and reflective of her community character.

If granted the CUP for beer and wine sales, Ms. Maza will continue to operate responsibly and take all measures to safeguard against the illegal sale and distribution of alcohol to minors. To date, there

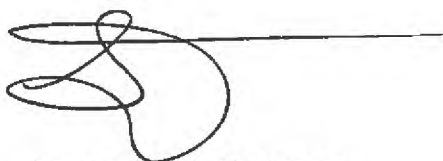
have been zero reported criminal incidences at her store. She will sell beyond 10pm, and plans on hosting three small container units to house her alcohol products. Moreover, Gama Produce is primarily a fresh fruit, vegetable and meat market, not a liquor store. Thus, the sale of alcohol will only serve to compliment her existing product offerings. However, it is an important component to meet her customer's needs.

Also, we would like to clarify that Ms. Maza does not plan to sell her business, as alleged in the letter submitted by Rach House Liquor Store.

The National City Chamber of Commerce is recognized as the premier local Chamber of Commerce in the San Diego Region, is highly respected by the community as the unified voice of business, and participates as a major partner in planning the future of our community. The Chamber is an advocate for business friendly legislation at all levels of government, and is an organization with a strong active membership. The Chamber's mission is to increase opportunities for businesses and advocate for our membership in matters related to business, government, and community relations. We proudly represent over 500 businesses in the City of National City.

Thank you for your time and consideration of our request to support the approval of Gama Produce's CUP application for beer and wine sales.

Sincerely,

A handwritten signature in black ink, consisting of a series of loops and a horizontal line extending to the right.

Jacqueline L. Reynoso
President/ CEO
National City Chamber of Commerce



DEPARTMENT OF THE ARMY
CALIFORNIA ARMY NATIONAL GUARD
RECRUITING AND RETENTION BATTALION
303 PALM AVENUE
NATIONAL CITY CALIFORNIA 91950

NGCA-RRB-C

28 April 2016

MEMORANDUM FOR RECORD

SUBJECT: Letter of Appreciation

1. This letter of appreciation is to recognize the selfless service and dedication of Gama Produce Market owner Susana Gavia Alvarado. Her continuous efforts to support her community and service members is truly noble.
2. Gama Produce provides the local community and Soldier's daily with healthy, fresh produce and great customer service. I am truly impressed with Susana's commitment and excellence to go above and beyond to care for her local customer. I am thankful for her professionalism and kindness to local public.
3. Point of contact for this memorandum is the undersigned and can be reached at 858-405-5245 or dana.r.darvinvarab.mil@mail.mil.

A handwritten signature in black ink, appearing to read "Dana R. Varab", is written over a circular stamp or seal.


DANA R. VARAB
SSG, USA
Recruiting and Retention NCO

Certificate of Appreciation

Presented to:

Susana Maza
Gama Produce

Over the many years Gama Produce has time and time again given outstanding service and friendship to our Soldiers. They consistently choose to go to Gama Produce for the warm welcome and smile you have given, the availability of well-priced goods and you personally ensure each of them is taken care of to the highest standards. In addition I would like to recognize your unwavering support to the California National Guard, Soldiers, Sailors and Marines that have walked through your doors.


Sgt. Jones Noah
Det-1, B Co. 578th BEB
CAANG

RESOLUTION NO. 2016-11

A RESOLUTION OF THE PLANNING COMMISSION OF
THE CITY OF NATIONAL CITY, CALIFORNIA, DENYING A
CONDITIONAL USE PERMIT FOR ALCOHOL SALES
AT GAMA PRODUCE LOCATED AT 1605 EAST 4TH STREET.
CASE FILE NO. 2015-28 CUP
APN: 554-050-19

WHEREAS, the Planning Commission of the City of National City considered a Conditional Use Permit for alcohol sales at Gama Produce located at 1605 East 4th Street at a duly advertised public hearing held on May 2, 2016, at which time oral and documentary evidence was presented; and,

WHEREAS, at said public hearings the Planning Commission considered the staff report contained in Case File No. 2015-28 CUP maintained by the City and incorporated herein by reference along with evidence and testimony at said hearing; and,

WHEREAS, this action is taken pursuant to all applicable procedures required by State law and City law; and,

WHEREAS, the action recited herein is found to be essential for the preservation of public health, safety, and general welfare.

NOW, THEREFORE, BE IT RESOLVED by the Planning Commission of the City of National City, California, that the testimony and evidence presented to the Planning Commission at the public hearing held on May 2, 2016, support the following findings:

1. Granting the permit would constitute a nuisance or be injurious or detrimental to the public interest, health, safety, convenience, or welfare, or materially injurious to persons, property, or improvements in the vicinity and zone in which the property is located, because the census tract in which the subject property is located is currently over-concentrated with regard to off-sale alcohol outlets – four off-sale outlets are permitted where two are recommended by the California Department of Alcoholic Beverage Control. – and the area has a high crime rate.
2. That the proposed use is not deemed essential and desirable to the public convenience and necessity, because four other off-sale alcohol outlets are located in the same census tract as the subject property.
3. That based on findings 1 and 2 above, public convenience and necessity will not be served by a proposed use of the property for the retail sales of alcoholic beverages pursuant to law.

BE IT FURTHER RESOLVED that copies of this Resolution be transmitted forthwith to the applicant and to the City Council.

BE IT FINALLY RESOLVED that this Resolution shall become effective and final on the day following the City Council meeting where the Planning Commission resolution is set for review, unless an appeal in writing is filed with the City Clerk prior to 5:00 p.m. on the day of that City Council meeting. The City Council may, at that meeting, appeal the decision of the Planning Commission and set the matter for public hearing.

CERTIFICATION:

This certifies that the Resolution was adopted by the Planning Commission at their meeting of May 16, 2016, by the following vote:

AYES: Baca, Garcia, Sendt

NAYS: Dela Paz, Flores

ABSENT:

ABSTAIN: Bush, Yamane



CHAIRPERSON

The following page(s) contain the backup material for Agenda Item: Resolution of the City Council of the City of National City approving a Conditional Use Permit for a craft beer tasting room (Novo Brazil) at 27 & 41 East 8th Street. (Applicant: Joshua Renner) (Case File 2016-12 CUP (Planning))


**CITY OF NATIONAL CITY, CALIFORNIA
COUNCIL AGENDA STATEMENT**

MEETING DATE: August 16, 2016

AGENDA ITEM NO. |

ITEM TITLE:

Resolution of the City Council of the City of National City approving a Conditional Use Permit for a craft beer tasting room (Novo Brazil) at 27 & 41 East 8th Street. (Applicant: Joshua Renner) (Case File 2016-12 CUP |

PREPARED BY: Martin Reeder, AICP | 

DEPARTMENT: Planning |

PHONE: 336-4313

APPROVED BY: 

EXPLANATION:

The City Council conducted a public hearing on this item at the August 2, 2016 City Council meeting. Council asked staff to return with a resolution of approval based on the recommended Conditions of Approval presented at the public hearing, including the waiver of the recommended condition number 8. The waived condition required that total alcohol sales not exceed total sales of other products sold on site.

The attached resolution is needed to take action on the item.

FINANCIAL STATEMENT:

ACCOUNT NO. |

APPROVED: _____ **Finance**

APPROVED: _____ **MIS**

ENVIRONMENTAL REVIEW:

Categorically Exempt pursuant to Class 1 Section 15301 (Existing Facilities)

ORDINANCE: INTRODUCTION: ☐

FINAL ADOPTION: ☐

STAFF RECOMMENDATION:

Adopt the Resolution

BOARD / COMMISSION RECOMMENDATION:

ATTACHMENTS:

Resolution

The following page(s) contain the backup material for Agenda Item: Resolution of the City Council of the City of National City Authorization the Execution of an Order of Vacation of 250 feet of “A” Avenue located south of East 28th Street and north of East 29th Street. (Applicant: Frank Motors) (Case File No. 2013-23 SC

**CITY OF NATIONAL CITY, CALIFORNIA
COUNCIL AGENDA STATEMENT**

MEETING DATE: August 16, 2016

AGENDA ITEM NO. |

ITEM TITLE:

Resolution of the City Council of the City of National City Authorization the Execution of an Order of Vacation of 250 feet of "A" Avenue located south of East 28th Street and north of East 29th Street. (Applicant: Frank Motors) (Case File No. 2013-23 SC)

PREPARED BY: Martin Reeder, AICP 

DEPARTMENT: Planning 

PHONE: 619-336-4313

APPROVED BY: 

EXPLANATION:

The City Council held public hearings on December 16, 2014, March 17, 2015, June 2, 2015, June 7, 2016, and finally on June 21, 2016. At the June 21st public hearing the City Council asked staff to return with a resolution to deny the applicants' street vacation request due to the current and prospective public use of the street proposed to be vacated. At the meeting of August 2, 2016, the Council asked staff to bring back a subsequent resolution to approve the street vacation (closure) based on the findings for approval presented at the June 21, 2016 public hearing.

The attached resolution is needed to take action on the item.

FINANCIAL STATEMENT:

APPROVED: _____ **Finance**

ACCOUNT NO. |

APPROVED: _____ **MIS**

ENVIRONMENTAL REVIEW:

Exempt pursuant to CEQA, Section 15305 Minor Alterations in Land Use Limitations, Class 5. The street and alley vacation do not result in any changes in land use.

ORDINANCE: **INTRODUCTION:** ☐ **FINAL ADOPTION:** ☐

STAFF RECOMMENDATION:

Adopt the attached Resolution

BOARD / COMMISSION RECOMMENDATION:

N/A

ATTACHMENTS:

1. Resolution
2. Order of Vacation

The following page(s) contain the backup material for Agenda Item: Resolution of the City Council of the City of National City reducing the property tax rate for the Library General Obligation Bonds for Fiscal Year 2017 from 0.92 cents per \$100 of assessed valuation to 0.88 cents. (Finance)

CITY OF NATIONAL CITY, CALIFORNIA COUNCIL AGENDA STATEMENT

MEETING DATE: August 16, 2016

AGENDA ITEM NO.

ITEM TITLE:

Resolution of the City Council of the City of National City reducing the property tax rate for the Library General Obligation Bonds for Fiscal Year 2017 from 0.92 cents per \$100 of assessed valuation to 0.88 cents.

PREPARED BY: Javier Carcamo, Financial Services Officer

DEPARTMENT: Finance

PHONE: 619-336-4331

APPROVED BY:

Mark Ralento

EXPLANATION:

In the special municipal election held on March 5, 2002, more than two-thirds of National City's eligible voters approved the issuance of General Obligation Bonds to fund the construction of the new National City Library. In April 2003, the City issued the General Obligation Bonds in the aggregate principal amount of \$6 million. Those bonds mature on August 1st of each of the years 2004 through 2028.

In 2012, the City refinanced the bonds to lower the interest rate on the bonds and to decrease the tax burden required for repayment. The amount of principal and interest to be paid each year is generated through the proceeds of property taxes received from the County of San Diego.

Each year, the City must establish the property tax rate that is needed to raise the revenue required to service its annual bonded indebtedness. For Fiscal Year 2017, the calculated property tax rate is 0.88 cents per \$100 of assessed value. This is a 4.55% reduction from the prior year rate of 0.92 cents and the 6th consecutive tax rate reduction since Fiscal Year 2011. The total tax rate reduction since Fiscal Year 2011 is approximately 38.03%.

FINANCIAL STATEMENT:

APPROVED:

Mark Ralento

Finance

ACCOUNT NO.

APPROVED:

MIS

NA

ENVIRONMENTAL REVIEW:

This is not a project and, therefore, not subject to environmental review.

ORDINANCE: INTRODUCTION:

☐

FINAL ADOPTION:

☐

STAFF RECOMMENDATION:

Adopt the resolution, reducing the property tax rate for the Library General Obligation Bonds for Fiscal Year 2017 from 0.92 cents per \$100 of assessed valuation to 0.88 cents.

BOARD / COMMISSION RECOMMENDATION:

ATTACHMENTS:

1. Resolution
2. General Obligation Bond Tax Rate Computation for Fiscal Year 2017

RESOLUTION NO. 2016 – XX

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY
AUTHORIZING THE REDUCTION OF THE PROPERTY TAX RATE
FOR THE LIBRARY GENERAL OBLIGATION BOND FOR FISCAL YEAR 2017
FROM 0.92 CENTS PER \$100 OF ASSESSED VALUATION TO 0.88 CENTS

WHEREAS, in the special municipal election held on March 5, 2002, more than two-thirds of National City's eligible voters approved the issuance of General Obligation Bonds to fund the construction of the new National City Public Library; and

WHEREAS, in April, 2003, the City issued the Library General Obligation Bonds in the aggregate principal amount of \$6 million. Those bonds mature on August 1st of each of the years 2004 through 2028; and

WHEREAS, in 2012, the City refinanced the bonds to lower the interest rate on the bonds and to decrease the tax burden required for repayment. The amount of principal and interest to be paid each year is generated through the proceeds of property taxes received from the County of San Diego; and

WHEREAS, each year the City must establish the property tax rate that is needed to raise the revenue required to service its annual bonded indebtedness. For Fiscal Year 2017, the calculated property tax rate is 0.88 cents per \$100 of assessed value. This is a 4.55% reduction from prior year rate of 0.92 cents and the 6th consecutive tax rate reduction since Fiscal Year 2011. The total tax rate reduction since Fiscal Year 2011 is approximately 38.03%

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of National City hereby authorizes the reduction of the property tax rate for bonded indebtedness for Fiscal Year 2017 from 0.92 cents per \$100 (0.0092%) of assessed valuation to 0.88 cents per \$100 (0.0088%) of assessed valuation.

2012 GENERAL OBLIGATION BONDS: 0.88 per \$100 ASSESSED VALUE (0.0088%)

PASSED and ADOPTED this 16th day of August, 2016

Ron Morrison, Mayor

ATTEST:

Michael R. Dalla, City Clerk

APPROVED AS TO FORM:

Claudia Gacitua Silva
City Attorney

**General Obligation Bond Debt Service (Fund 259)
Tax Rate Computation for Fiscal Year 2017**

National City

Fund No. 6065-50

	Rate	Assessed Valuation	FY16/17 Est. Revenue	PY Rate Change:	4.55%
Secured Valuation	0.0088	3,357,736,933	296,152		
Unsecured Valuation	0.0092	202,749,492	18,734		
			<hr/>		
			314,886		
HO Exemption		29,614,200			
1 Net Secured Valuation		3,357,736,933	11 Amount to be raised		313,862
3 Less Delinquency Allowance		-	12 Unsecured HOPTR		0
4 Net after Delinquency		3,357,736,933	14 Unsecured Delinquency		18,359
5 Plus HOPTR			15 Less Unsecured		
		29,614,200	Redevelopment Impact		0
6 Prelim Adj Secured Valuation			16 Amount to be raised by		
		3,387,351,133	Secured Taxes		295,502
7 Less Redevelopment Impact		-			
8 Adj Sec Valuation Less					
Redevelopment Impact		3,387,351,133			
9 Anticipated Roll Corrections					
			18a Tax rate times #4		292,795
10 Adj Sec Val for Rate					
Computation		3,387,351,133	18b Tax rate times HOPTR		2,582
			19 Secured Proof		295,377
16 Computed Rate		0.00872000	20 Raised by 1/100th mil		3,387
17 Plus .0001		0.00882000	21,23 Taxes Raised		317,124

I CERTIFY THAT THE ABOVE COMPUTED RATE + 1/100TH MIL IS A REASONABLE TAX RATE FOR THIS FUND



Javier Carcamo
Financial Services Officer

8/1/2016
Date

The following page(s) contain the backup material for Agenda Item: Resolution of the City Council of the City of National City approving a real property Purchase and Sale Agreement and Joint Escrow Instructions for the sale of a 1.07-acre parcel of vacant land located at 1640 East Plaza Boulevard in National City to Palm


**CITY OF NATIONAL CITY, CALIFORNIA
COUNCIL AGENDA STATEMENT**

MEETING DATE: August 16, 2016

AGENDA ITEM NO.

ITEM TITLE:

Resolution of the City Council of the City of National City approving a real property Purchase and Sale Agreement and Joint Escrow Instructions for the sale of a 1.07-acre parcel of vacant land located at 1640 East Plaza Boulevard in National City to Palm Plaza Associates, LLC.

PREPARED BY: Carlos Aguirre, Community Dev. Mgr. 

DEPARTMENT:

Housing and Economic
Development Dept.

PHONE: (619) 336-4391

APPROVED BY:


for Alfredo Ybarra

EXPLANATION:

See Attachment No. 1 Background Report.

FINANCIAL STATEMENT:

APPROVED: _____

Finance

ACCOUNT NO.

APPROVED: _____

MIS

Subject to the execution of a Compensation Agreement with the Affected Taxing Entities (ATE's), net proceeds from the sale of the property will be distributed among the ATE's as required by Health and Safety Code Section 34188. The City will receive 18% of net proceeds from the distribution.

ENVIRONMENTAL REVIEW:

Approval of the property transfer is not a "Project" under section 15378 of the California Environmental Quality Act ("CEQA") guidelines because the proposed action consists of administrative activity that will not result in direct or indirect physical changes to the environment and, as such, pursuant to section 15061(b)(3) of the CEQA Guidelines is not subject to CEQA.

ORDINANCE: INTRODUCTION: ☐

FINAL ADOPTION: ☐

STAFF RECOMMENDATION:

Adopt the Resolution,

BOARD / COMMISSION RECOMMENDATION:

N/A

ATTACHMENTS:

1. Background Report
2. Public Notice
3. Summary Report required by California Community Redevelopment Law Section 33433
4. Purchase and Sales Agreement
5. Resolution

Explanation and Background Report

The Purchase and Sales Agreement and Joint Escrow Instructions under consideration is for a 1.08 acre property ("Property") located at 1604 E. Plaza Blvd in National City. The Property was once the site of a 70-unit Day's Inn hotel that was built in 1986 that closed about 16 years ago leaving a blighted and abandoned building. The Property was purchased by the Community Development Commission (CDC) for \$4,394,343 in October 2005. Under a put-option agreement with the CDC, National City Hotels acquired the property in 2004 from Rex Investments for \$3,775,000 with the intent to develop commercial space and residential units by gaining the appropriate entitlements with assistance from the CDC. When National City Hotels was unable to obtain the entitlements needed and acquire the adjacent vacant property, they exercised the put-option agreement with the CDC. The sales price was based on the value of an operable hotel and as part of the purchase, National City Hotels demolished the building leaving the Property vacant upon purchase by the CDC in 2005. The Property was appraised by the CDC in 2006, after the demolition of the structure on the property. The appraisal valued the land at \$2,135,000. However, later in 2006 the appraisal was updated to reflect a value of \$1,823,000 after the appraiser had the opportunity to review preliminary title reports and a parcel map with plotted easements.

The CDC entered an Exclusive Negotiating Agreement (ENA) with the Acevedo Group in January 2006 which was assigned to Palm Plaza Associates, LLC (PPA) in June 2006. Since entering the ENA, PPA has owned a 1.144 acre parcel of land contiguous to the Property. A Purchase and Sale Agreement between Palm Plaza Associates, LLC and the CDC was contemplated since November 2009 for a sale amount of \$1,823,000 for the purpose on developing 72 for-sale residential units. However, the quick downturn in the economy impacted the value of the Property and feasibility of development. The Property was reappraised on January 26, 2011 and valued the property at \$690,000. PPA then agreed with the CDC on the price and terms to purchase the Property reflecting the new appraised value of \$690,000. The CDC approved the price and terms of the sale. However, the CDC was unable to consummate a Purchase and Sale Agreement given that the Dissolution of the CDC by the State of California prohibited entering into new agreements.

The Successor Agency to the Community Development Commission moved forward the intent to develop the Property in the Long Range Property Management Plan (LRPMP) that was finally approved in December 2015. The Property appraised on 2/29/2016 at value of \$870,000. In accordance with the LRPMP, the Property was transferred to the City for future development in May 2016 from the Successor Agency. Negotiations continued from where they left off in 2011 with the adjoining owner and PPA has agreed to purchase the property at the appraised value of \$870,000 for the future development of approximately 72 units. As required by California Community Redevelopment Law Section 33433 Summary Report was completed and is Attachment No. 3 of the staff report. The City also provided public notice for this item in the Union Tribune on August 1st and 8th in accordance with California General Code Section 52201.

**LEGAL NOTICE
PUBLIC MEETING**

ACTIONS RELATING TO THE TRANSFER OF REAL PROPERTY IN THE CITY OF NATIONAL CITY TO PALM PLAZA ASSOCIATES, LLC PURSUANT TO A REAL PROPERTY PURCHASE AND SALE AGREEMENT AND JOINT ESCROW INSTRUCTIONS

NOTICE IS HEREBY GIVEN that the CITY OF NATIONAL CITY will hold a public meeting on Tuesday, August 16, 2016, at 6:00 p.m. or soon thereafter, at City of National City, City Hall Council Chambers, located at 1243 National City Boulevard, National City, CA 91950. The public meeting is being conducted in accordance with California General Code Section 52201. The public meeting may be continued from time to time until completed. The public meeting may also be cancelled or set for another time in the future at any time until the scheduled meeting time.

The purpose of this public meeting is to discuss and consider the following items:

- The sale and conveyance of certain real property located in the City of National City, California, with a street address of 1640 E. Plaza Blvd, (APN # 557-410-20), from the City of National City to Palm Plaza Associates, LLC pursuant to a Real Property Purchase and Sale Agreement and Joint Escrow Instructions.

Any and all persons who wish to speak on any issue related to any of the item to be discussed at the public meeting as listed above may appear at the public meeting and will be afforded an opportunity to speak.

Further information regarding the item to be discussed at the public meeting as listed above or this public meeting may be obtained by contacting Gregory Rose, at (619) 336-4266.

Copies of the Purchase and Sales Agreement and Economic Report are available at the office of the City Clerk (1243 National City Boulevard, National City, CA 91950).

NATIONAL CITY REDEVELOPMENT PROJECT

NATIONAL CITY, CALIFORNIA

**SUMMARY REPORT PERTAINING TO THE PROPOSED SALE
OF CERTAIN REAL PROPERTY WITHIN THE
NATIONAL CITY REDEVELOPMENT
PROJECT AREA**

**California Community Redevelopment Law
Section 33433**

**PURSUANT TO THE PROPOSED
REAL PROPERTY PURCHASE AND SALE AGREEMENT AND
JOINT ESCROW INSTRUCTIONS**

between

THE CITY OF NATIONAL CITY

and

PALM PLAZA ASSOCIATES, LLC

National City, California

June 2016

TABLE OF CONTENTS

	<u>Page</u>
I. Introduction	1
II. Costs of the Agreement to the City	4
III. Estimated Value of the Interest to be Conveyed at the Highest and Best Use Permitted Under the Redevelopment Plan	5
IV. Estimated Value of the Interest to be Conveyed at the Use and with the Conditions, Covenants, and Development Costs Required by the Agreement.....	6
V. Compensation which the Buyer will be Required to Pay	7
VI. Explanation of the Difference, if any, between the Compensation to be Paid to the City by the Proposed Transaction and the Fair Market Value of the Interest to be Conveyed at the Highest and Best Use Consistent with the Redevelopment Plan	8
VII. Explanation of why the Sale of the Property will Assist with the Elimination of Blight ..	9
VIII. Limiting Conditions	10

I. INTRODUCTION

A. Purpose of Report

This Summary Report was prepared in accordance with Section 33433 of the California Community Redevelopment Law in order to inform the City of National City (Seller) and the public about the proposed Real Property Purchase and Sale Agreement and Joint Escrow Instructions (Agreement) between the Seller and Palm Plaza Associates, LLC (Buyer).

This Report and attached tables describe the transaction between the Seller and the Buyer. This Report specifies:

1. The costs to be incurred by the Seller under the Agreement;
2. The estimated value of the interest to be conveyed at the highest and best use permitted under the Redevelopment Plan;
3. The estimated value of the interest to be conveyed at the proposed use and with the conditions, covenants, and development costs required by the Agreement;
4. The compensation to be paid to the Seller pursuant to the proposed transaction;
5. An explanation of the difference, if any, between the compensation to be paid to the Seller under the proposed transaction, and the fair market value at the highest and best use consistent with the Redevelopment Plan; and
6. An explanation of why the Agreement will assist with the elimination of blight.

B. Summary of Findings

The Seller engaged its economic consultant, Keyser Marston Associates, Inc. (KMA), to analyze the proposed financial terms. The principal KMA conclusions are summarized as follows:

- The estimated costs of the Agreement to the Seller total \$4,350,000.
- The estimated fair market value of the Property at its highest and best use is \$870,000.

- The estimated re-use value of the interest to be conveyed is \$870,000.
- The value of the compensation to be received by the Seller is \$870,000.

C. Description of Property and Proposed Development

The Property is located within the former National City Redevelopment Project Area (Project Area). Prior to the Statewide dissolution of redevelopment in 2012, the former Project Area encompassed approximately 2,000 acres of land area. The goals of the Redevelopment Plan (Plan) were to retain businesses and jobs in the area, create and improve public facilities in the area, and improve the supply of affordable, quality housing. Since the adoption of the Plan, numerous redevelopment ventures were carried out by the City's former redevelopment agency in partnership with private developer and non-profit partners.

The Property is a 1.07-acre parcel located at 1640 East Plaza Boulevard in National City. It was originally acquired by the Community Development Commission for redevelopment purposes. Following the dissolution of redevelopment, the Property was transferred to the Successor Agency to the Community Development Commission as the National City Redevelopment Agency pursuant to Health and Safety Code Section 34172. Following State approval of the City's Long Range Property Management Plan (LRPMP), the Property was transferred from the Successor Agency to the City.

The Property is situated on the south side of Plaza Boulevard, east of Palm Avenue, and west of Interstate 805. The Property has an approximate 25-foot slope within the southwest corner of the parcel. The Buyer intends to combine the Property with a 1.14-acre Buyer-owned parcel at 1300 Palm Avenue, for a total combined development site of 2.21 acres. The Buyer plans to develop 72 multi-family residential condominium development (Project) on the combined parcels.

D. Proposed Transaction Terms

This section summarizes the salient aspects of the proposed Agreement between the Seller and the Buyer.

- The Seller will convey the Property to the Buyer for \$870,000.

- The Buyer will accept the Property in an “as is” condition.
- The Buyer will construct 72 multi-family residential condominiums on the 2.21-acre site comprised of the Property and the Buyer’s adjoining parcel. The Buyer will be responsible for the development, construction, and installation of all landscaping, parking, and all other required on- and off-site private and public improvements associated with the Project.

II. COSTS OF THE AGREEMENT TO THE SELLER

The estimated costs of the Agreement to the Seller total \$4,350,000, and include the following items:

Seller Costs	Amount
Property Acquisition	\$3,775,000
Third Party and Other Costs (1)	\$575,000
Total Seller Costs	\$4,350,000

The Property acquisition cost, and other maintenance and holding costs, were incurred by the Community Development Commission in its capacity as the City's former Redevelopment Agency.

(1) Per Seller, includes maintenance/holding costs, appraisals, escrow costs, fees paid to the previous property owner, franchise fees, inspection reports, other third party soft costs, and estimated budget for legal and economic consultants.

III. ESTIMATED VALUE OF THE INTEREST TO BE CONVEYED AT THE HIGHEST AND BEST USE PERMITTED UNDER THE REDEVELOPMENT PLAN

This section presents an analysis of the fair market value of the Property at its highest and best use.

In appraisal terminology, the highest and best use is that use of the Property that generates the highest property value and is physically possible, financially feasible, and legally permitted. Therefore, value at highest and best use is based solely on the value created and not on whether or not that use carries out the redevelopment goals and policies for the City of National City. The Property is located within the Major Mixed-Use District (MXD-2). This zone allows for a Floor Area Ratio (FAR) of 3.5 for mixed-uses and 3.0 for single-uses. Residential density up to 75 units per acre is also allowed.

The Seller contracted with Hilco Real Estate Appraisal, LLC (Hilco) for an appraisal of the Property. The appraisal estimated the current market value of the subject Property as of January 25, 2016. Hilco concluded the fee simple market value of the Property, as vacant, to be \$870,000. This land value translates to \$19 per SF of site area.

KMA conducted an independent review of residential land sales of multi-family residential development sites in National City and surrounding communities from January 2014 to the present. As shown in Table 1, surveyed land sales ranged from \$9 to \$60 per SF of land, with median and average prices of \$20 and \$25 per SF, respectively. Most sales were concentrated between \$14 and \$27 per SF.

The comparable sales vary by city, site condition, status of entitlements, and prevailing market conditions at time of sale. Notably, the Property is centrally located within the South Bay, on a major commercial artery (Plaza Boulevard), in close proximity to Interstate 805. On the other hand, the steep sloped southwestern portion of the parcel reduces the useability of the Property. In view of these factors, KMA finds that the value of the Property falls slightly below the median/average prices for the surveyed comparable land sales, or say \$19 per SF.

In sum, KMA concurs with the appraised value for the Property at \$19 per SF of site area. On this basis, then, the KMA analysis concludes that the fair market value of the Property at its highest and best use is \$870,000.

IV. ESTIMATED VALUE OF THE INTEREST TO BE CONVEYED AT THE USE AND WITH THE CONDITIONS, COVENANTS, AND DEVELOPMENT COSTS REQUIRED BY THE AGREEMENT

This section explains the principal conditions and covenants which the Buyer of the Property must meet in order to comply with the Redevelopment Plan (Plan). Re-use value is defined as the highest price in terms of cash or its equivalent which a property or development right is expected to bring for a specified use in a competitive open market, subject to the covenants, conditions, and restrictions imposed by the Agreement.

Since there are no extraordinary covenants, conditions, or restrictions stipulated in the Agreement, KMA concludes that the fair re-use of the Property is equal to its fair market value at highest and best use, or \$870,000.

V. COMPENSATION WHICH THE BUYER WILL BE REQUIRED TO PAY

The value of the compensation to be received by the Seller for the Property under the terms of the Agreement is \$870,000.

VI. EXPLANATION OF THE DIFFERENCE, IF ANY, BETWEEN THE COMPENSATION TO BE PAID TO THE SELLER BY THE PROPOSED TRANSACTION AND THE FAIR MARKET VALUE OF THE INTEREST TO BE CONVEYED AT THE HIGHEST AND BEST USE CONSISTENT WITH THE REDEVELOPMENT PLAN

The fair market value of the interest to be conveyed at its highest and best use is \$870,000.

The value of the compensation to be received by the Seller is \$870,000.

The compensation to be paid to the Seller is equal to the fair market value of the interest to be conveyed at its highest and best use.

VII. EXPLANATION OF WHY THE SALE OF THE PROPERTY WILL ASSIST WITH THE ELIMINATION OF BLIGHT

The Redevelopment Plan for the National City Redevelopment Project Area contains the goals and objectives and the projects and expenditures proposed to eliminate blight within the Project Area. Implementation of the proposed Agreement can be expected to assist in the alleviation of blighting conditions through the following:

- Eliminate factors hindering economically viable uses.
- Eliminate unsafe and unhealthy buildings.
- Eliminate incompatible uses.
- Undertake environmental remediation.

VIII. LIMITING CONDITIONS

The estimates of re-use and fair market value at the highest and best use contained in this Summary Report assume compliance with the following assumptions:

1. There are no known soil or subsoil problems, including toxic or hazardous conditions on the Property that need to be remediated in order to develop the Property.
2. The ultimate development will not vary significantly from that assumed in this Summary Report.
3. The title of the property is good and marketable; no title search has been made, nor have we attempted to determine the ownership of the property. The value estimates are given without regard to any questions of title, boundaries, encumbrances, liens or encroachments. It is assumed that all assessments, if any are paid.
4. The Property will be in conformance with the applicable zoning and building ordinances.
5. Information provided by such local sources as governmental agencies, financial institutions, realtors, buyers, sellers, and others was considered in light of its source, and checked by secondary means.
6. If an unforeseen change occurs in the economy, the conclusions herein may no longer be valid.
7. The development will adhere to the schedule of performance described in the Agreement.
8. Both parties are well informed and well advised and each is acting prudently in what he/she considers his/her own best interest.

attachment

TABLE 1

MULTI-FAMILY RESIDENTIAL LAND SALES COMPARABLES, JANUARY 2014 TO PRESENT ⁽¹⁾

PALM PLAZA

CITY OF NATIONAL CITY

<u>Sale Date</u>	<u>Address</u>	<u>City</u>	<u>Sale Price</u>	<u>Acres</u>	<u>\$/SF</u>	<u># of Units</u>	<u>Density (DU/AC)</u>	<u>\$/Unit</u>
08/13/15	1105 National City Boulevard	National City	\$3,500,000	1.33	\$60	166	125	\$21,084
06/06/14	222 Church Avenue	Chula Vista	\$450,000	0.24	\$43	15	63	\$30,000
05/09/14	172 4th Avenue	Chula Vista	\$200,000	0.17	\$27	4 (2)	26	\$45,915
05/31/16	701 D St	Chula Vista	\$4,700,000	4.35	\$25	72 (2)	17	\$65,278
03/12/14	1455 Sheryl Lane	National City	\$1,750,000	1.89	\$21	70 (2)	37	\$25,000
10/02/15	2501 E 18th Street	National City	\$270,000	0.34	\$18	14 (2)	41	\$19,286
02/03/16	Santa Carolina Rd	Chula Vista	\$4,000,000	5.18	\$18	96	19	\$41,667
09/15/15	2604 Ridgeway Dr	National City	\$1,350,000	2.23	\$14	53	24	\$25,472
04/02/15	35th St @ J Street	San Diego	\$450,000	0.92	\$11	18	20	\$25,000
04/10/14	Smythe Avenue	San Diego	\$465,000	1.25	\$9	50	40	\$9,300
		Minimum	\$200,000	0.17	\$9	4	17	\$9,300
		Maximum	\$4,700,000	5.18	\$60	166	125	\$65,278
		Median	\$907,500	1.29	\$20	52	31	\$25,236
		Average	\$1,713,500	1.79	\$25	56	41	\$30,800

(1) Selected sales transactions for residential land in the South Bay area.

(2) KMA estimate based on Internet research and maximum allowable density as stated in each city's municipal code.

**REAL PROPERTY PURCHASE AND SALE AGREEMENT
AND
JOINT ESCROW INSTRUCTIONS**

by and between

CITY OF NATIONAL CITY, a California municipal corporation

and

PALM PLAZA ASSOCIATES, LLC, a California limited liability company

**REAL PROPERTY PURCHASE AND SALE AGREEMENT
AND
JOINT ESCROW INSTRUCTIONS**

**1640 East Plaza Blvd., National City, CA
(APN # 557-410-20)**

This REAL PROPERTY PURCHASE AND SALE AGREEMENT AND JOINT ESCROW INSTRUCTIONS ("**Agreement**") is dated as of _____, 2016, and is entered into by and between the CITY OF NATIONAL CITY, a California municipal corporation ("**City**" or "**Seller**"), and PALM PLAZA ASSOCIATES, LLC, a California limited liability company ("**Buyer**"). Seller and Buyer enter into this Agreement with reference to the following recitals of fact (each, a "**Recital**");

RECITALS

A. The Community Development Commission as the National City Redevelopment Agency ("**Redevelopment Agency**") owned that certain real property generally located at 1640 East Plaza Blvd. (Assessor's Parcel No. 557-410-20) within the City of National City, County of San Diego, State of California, as specifically described in Section 1 of this Agreement as the "**Property**"; and

B. Pursuant to California Health and Safety Code Section 34172, the Redevelopment Agency was dissolved by operation of law as of February 1, 2012, and pursuant to California Health and Safety Code Section 34173, Successor Agency to the Community Development Commission as the National City Redevelopment Agency ("**Successor Agency**") became the successor agency and successor-in-interest to the Redevelopment Agency, confirmed by Resolution No. 2012-15 adopted on January 10, 2012, by the City Council of the City; and

C. In accordance with California Health and Safety Code Section 34191.5, the Property was listed on Successor Agency's Long Range Property Management Plan ("**LRPMP**"), which provides that the Property will be transferred to and retained by the City for future development, and the LRPMP has been approved by the Oversight Board of the Successor Agency to the Community Development Commission as the National City Redevelopment Agency ("**Oversight Board**") and the California Department of Finance; and

D. At its regular meeting on May 17, 2016, the City of National City met and pursuant to Resolution No. 2016-70 accepted the transfer of the Property, among other properties, from the Successor Agency to the City in accordance with the LRPMP; and

E. At its regular meeting on May 17, 2016, the Successor Agency met and pursuant to Resolution No. 2016-77 approved the transfer of the Property, among other properties, from the Successor Agency to the City in accordance with the LRPMP; and

F. At its regular meeting on May 18, 2016, the Oversight Board met and pursuant to Resolution No. 2016-04 approved and directed the transfer of the Property, among other properties, from the Successor Agency to the City in accordance with the LRPMP; and

G. The Successor Agency has transferred (or will transfer prior to or concurrently with the Close of Escrow) the Property to the City; and

H. Buyer has made an offer to purchase the Property from Seller at the Property's current fair market value, and Seller desires to sell the Property to Buyer pursuant to the terms and conditions of this Agreement.

AGREEMENT

NOW, THEREFORE, IN CONSIDERATION OF THE PROMISES AND COVENANTS OF SELLER AND BUYER SET FORTH IN THIS AGREEMENT AND OTHER GOOD AND VALUABLE CONSIDERATION, SELLER AND BUYER AGREE, AS FOLLOWS:

TERMS AND CONDITIONS

1. DEFINITIONS

1.1 **Definitions.** The following words, terms and phrases are used in this Agreement with the following meanings, unless the particular context or usage of a word, term or phrase requires another interpretation:

1.1.1 **Affiliate.** (1) any Person directly or indirectly controlling, controlled by or under common control with another Person; (2) any Person owning or controlling ten percent (10%) or more of the outstanding voting securities of such other Person; or (3) if that other Person is an officer, director, member or partner, any company for which such Person acts in any such capacity. The term "control" as used in the immediately preceding sentence, means the power to direct the management or the power to control election of the board of directors. It shall be a presumption that control with respect to a corporation or limited liability company is the right to exercise or control, directly or indirectly, more than fifty percent (50%) of the voting rights attributable to the controlled corporation or limited liability company, and, with respect to any individual, partnership, trust, other entity or association, control is the possession, indirectly or directly, of the power to direct or cause the direction of the management or policies of the controlled entity. It shall also be a presumption that the manager of a limited liability company controls such limited liability company.

1.1.2 **Agreement.** This Real Property Purchase and Sale Agreement and Joint Escrow Instructions by and between Seller and Buyer, including all of the attached Exhibits.

1.1.3 **Approval.** Any approval, consent, certificate, ruling, authorization, or amendment to any of the foregoing, as shall be necessary or appropriate under any Law to complete the purchase and sale of the Property.

1.1.4 **Bankruptcy Law.** Title 11 of the United State Code or any other or successor State or Federal statute relating to assignment for the benefit of creditors, appointment of a receiver or trustee, bankruptcy, composition, insolvency, moratorium, reorganization, or similar matters.

1.1.5 **Bankruptcy Proceeding.** Any proceeding, whether voluntary or involuntary, under any Bankruptcy Law.

1.1.6 **Business Day.** Any weekday on which the Seller is open to conduct regular governmental functions.

1.1.7 **Buyer.** Palm Plaza Associates, LLC, a California limited liability company, and any permitted assignee of or successor to the rights, powers, or responsibilities of Buyer under this Agreement.

1.1.8 **Buyer Title Policy.** A standard CLTA owners' policy of title insurance issued by the Title Company, with coverage in the amount of the Purchase Price, showing title to the Property vested in Buyer, subject to Permitted Exceptions.

1.1.9 **CEQA.** The California Environmental Quality Act, Public Resources Code Section 21000, *et seq.* and implementing regulations contained in Title 14, Chapter 3, Section 15000, *et seq.* of the California Code of Regulations.

1.1.10 **CEQA Documents.** Any exemption determination, any Negative Declaration (mitigated or otherwise) or any Environmental Impact Report (including any addendum or amendment to, or subsequent or supplemental Environmental Impact Report) required or permitted by any Government, pursuant to CEQA, to issue any discretionary Approval required to approve this Agreement.

1.1.11 **City or Seller.** The City of National City, a California municipal corporation, and any permitted assignee of or successor to the rights, powers, or responsibilities of Seller under this Agreement.

1.1.12 **City Manager.** The City Manager of Seller or his or her designee or successor in function.

1.1.13 **Claim.** Any claim, loss, cost, damage, expense, liability, lien, action, cause of action (whether in tort, contract, under statute, at law, in equity or otherwise), charge, award, assessment, fine or penalty of any kind (including consultant and expert fees and expenses and investigation costs of whatever kind or nature and, if an Indemnitor improperly fails to provide a defense for an Indemnatee, then Legal Costs of the Indemnatee) and any judgment.

1.1.14 **Close of Escrow.** The first date on which the Escrow Agent has filed the Grant Deed with the County for recording in the official records of the County.

1.1.15 **Control.** Possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether by ownership or Equity

Interests, by contract or otherwise.

1.1.16 **County.** The County of San Diego, California.

1.1.17 **Default.** An Escrow Default, a Monetary Default, or a Non-Monetary Default.

1.1.18 **Default Interest.** Interest at an annual rate equal to the lesser of (a) eight percent (8%) per annum; or (b) the Usury Limit.

1.1.19 **Deposit.** Twenty Thousand and No/100 Dollars (\$20,000).

1.1.20 **Due Diligence Materials.** All of the following: (a) the Preliminary Report; (b) any and all environmental reports relating to the Property in the possession of Seller; and (iii) copies of any and all material documents that pertain to the physical condition of the Property in the possession of Seller.

1.1.21 **Due Diligence Period.** The period of time commencing upon the Effective Date and expiring ninety (90) days thereafter.

1.1.22 **Effective Date.** Defined in Section 2 of this Agreement.

1.1.23 **Environmental Claim.** Any and all claims, demands, damages, losses, liabilities, obligations, penalties, fines, actions, causes of action, judgments, suits, proceedings, costs, disbursements or expenses, including Legal Costs and fees and costs of environmental consultants and other experts, and all foreseeable and unforeseeable damages or costs of any kind or of any nature whatsoever, directly or indirectly, relating to or arising from any actual or alleged violation of any Environmental Law or Hazardous Substance Discharge.

1.1.22 **Environmental Laws.** All Federal, State, local (including City) laws, rules, orders, regulations, statutes, ordinances, codes, decrees, or requirements of any Government authority, now in effect or enacted after the Effective Date of this Agreement, regulating, relating to, or imposing liability or standards of conduct concerning any Hazardous Substance, the regulation or protection of the environment, including ambient air, soil, soil vapor, groundwater, surface water, or land use or pertaining to occupational health or industrial hygiene or occupational or environmental conditions on, under or about the Property, as now or may at any later time be in effect, including the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA") [42 U.S.C. § 9601 *et seq.*]; the Resource Conservation and Recovery Act of 1976 ("RCRA") [42 U.S.C. § 6901 *et seq.*]; the Clean Water Act, also known as the Federal Water Pollution Control Act ("FWPCA") [33 U.S.C. § 1251 *et seq.*]; the Toxic Substances Control Act ("TSCA") [15 U.S.C. § 2601 *et seq.*]; the Hazardous Materials Transportation Act ("HMTA") [49 U.S.C. § 1801 *et seq.*]; the Insecticide, Fungicide, Rodenticide Act [7 U.S.C. § 6901 *et seq.*]; the Clean Air Act [42 U.S.C. § 7401 *et seq.*]; the Safe Drinking Water Act [42 U.S.C. § 300f *et seq.*]; the Solid Waste Disposal Act [42 U.S.C. § 6901 *et seq.*]; the Surface Mining Control and Reclamation Act [30 U.S.C. § 101 *et seq.*]; the Emergency Planning and Community Right to Know Act [42 U.S.C. § 11001 *et seq.*]; the Occupational Safety and Health Act [29 U.S.C. §§ 655 and 657]; the California Underground Storage of Hazardous Substances Act [California Health and Safety Code § 25300 *et seq.*]; the California Safe Drinking Water and Toxic Enforcement Act [California Health and Safety Code

§ 24249.5 *et seq.*]; or the Porter-Cologne Water Quality Act [California Water Code § 13000 *et seq.*]; together with any regulations promulgated under the authorities referenced in this Section.

1.1.23 Equity Interest. All or any part of any direct equity or ownership interest(s) (whether stock, partnership interest, beneficial interest in a trust, membership interest in a limited liability company, or other interest of an ownership or equity nature) in any entity, at any tier of ownership, that directly owns or holds any ownership or equity interest in a Person.

1.1.24 Escrow. An escrow, as defined in California Civil Code Section 1057 and California Financial Code Section 17003(a), that is conducted by the Escrow Agent with respect to the sale of the Property from Seller to Buyer pursuant to this Agreement.

1.1.25 Escrow Agent. Carla Burchard, Stewart Title of California, Inc., or such other Person mutually agreed upon in writing by both Seller and Buyer.

1.1.26 Escrow Closing Date. Subject to the immediately following paragraph and subject to satisfaction (or waiver by the benefitted Party or Parties) of all of the conditions to closing set forth in Sections 4.4 and 4.5, unless extended by the Parties as set forth in Section 4.9 below, the Escrow Closing Date shall occur on or before one hundred eighty (180) days following the Effective Date.

In the event the condition set forth in Section 4.5.1 below has not been satisfied in time for the Close of Escrow to occur on or before one hundred eighty (180) days following the Effective Date, the outside Escrow Closing Date provided for in the preceding paragraph shall be extended from one hundred eighty (180) days following the Effective Date to the date that is two (2) weeks after the Parties receive notice that the condition set forth in Section 4.5.1 has been satisfied or June 30, 2017, whichever date is earlier. There shall be no extension permitted of the June 30, 2017 outside Escrow Closing Date.

1.1.27 Escrow Closing Statement. A statement prepared by the Escrow Agent indicating, among other things, the Escrow Agent's estimate of all funds to be deposited or received by Seller or Buyer, respectively, and all charges to be paid by Seller or Buyer, respectively, through the Escrow.

1.1.28 Escrow Default. The unexcused failure of a Party to submit any document or funds to the Escrow Agent as reasonably necessary to close the Escrow, pursuant to the terms and conditions of this Agreement.

1.1.29 Escrow Opening Date. The first date on which a copy of this Agreement, signed by both Seller and Buyer, is deposited with the Escrow Agent, as provided in Section 3.1 of this Agreement.

1.1.30 Event of Default. The occurrence of any one or more of the following:

(a) **Monetary Default.** A Monetary Default that continues for fifteen (15) calendar days after Notice to the Party in Default, specifying in reasonable detail the amount of money not paid and the nature and calculation of each such amount or the bond, surety, or

insurance not provided;

(b) *Escrow Closing Default.* An Escrow Default that continues for seven (7) calendar days after Notice to the Party in Default, specifying in reasonable detail the document or funds not submitted to the Escrow Agent;

(c) *Bankruptcy or Insolvency.* Buyer admits in writing that Buyer is unable to pay Buyer's debts as they become due or Buyer becomes subject to any Bankruptcy Proceeding, or a custodian or trustee is appointed to take possession of, or an attachment, execution or other judicial seizure is made with respect to, substantially all of Buyer's assets or Buyer's interest in this Agreement or the Property;

(d) *Transfer.* The occurrence of a Transfer, whether voluntarily or involuntarily or by operation of Law, in violation of the terms or conditions of this Agreement;

(e) *Non-Monetary Default.* Any Non-Monetary Default, other than those specifically addressed in Subsections (c) or (d) above, that is not cured within fifteen (15) calendar days after Notice to the Party in Default describing the Non-Monetary Default in reasonable detail. In the case of such a Non-Monetary Default that cannot with reasonable diligence be cured within fifteen (15) calendar days after the effective date of such Notice, an Event of Default shall occur, if the Party in Default does not do all of the following: (a) within fifteen (15) calendar days after Notice of such Non-Monetary Default, advise the other Party of the intention of the Party in Default to take all reasonable steps to cure such Non-Monetary Default; (b) duly commence such cure within such fifteen (15) calendar day period; and (c) diligently prosecute such cure to completion within a reasonable time under the circumstances.

1.1.31 **Federal.** The federal government of the United States of America.

1.1.32 **FIRPTA Affidavit.** A certification that Seller is not a "foreign person" within the meaning of such term under Section 1445 of the United States Internal Revenue Code.

1.1.33 **Form 593.** A California Franchise Tax Board Form 593-C.

1.1.34 **Government.** Any and all courts, boards, agencies, commissions, offices, or authorities of any nature whatsoever of any governmental unit (Federal, State, County, district, municipal, City or otherwise) whether now or later in existence. It is acknowledged that Seller is a form of Government.

1.1.36 **Grant Deed.** A grant deed conveying Seller's interest in the Property from Seller to Buyer, at the Close of Escrow, substantially in the form of **Exhibit "B"** attached to this Agreement and incorporated herein by this reference.

1.1.37 **Hazardous Substance.** Any flammable substance, explosive, radioactive material, asbestos, asbestos-containing material, polychlorinated biphenyl, chemical known to cause cancer or reproductive toxicity, pollutant, contaminant, hazardous waste, medical wastes, toxic substance or related material, petroleum, petroleum product and any

“hazardous” or “toxic” material, substance or waste that is defined by those or similar terms or is regulated as such under any Law, including any material, substance or waste that is: (a) defined as a “hazardous substance” under Section 311 of the Water Pollution Control Act (33 U.S.C. § 1317), as amended; (b) designated as “hazardous substances” pursuant to 33 U.S.C. § 1321; (c) defined as a “hazardous waste” under Section 1004 of the Resource Conservation and Recovery Act of 1976, 42 U.S.C. § 6901 *et seq.*, as amended; (d) defined as a “hazardous substance” or “hazardous waste” under Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended by the Superfund Reauthorization Act of 1986, 42 U.S.C. § 9601 *et seq.*, or any so-called “superfund” or “superlien” law; (e) defined as a “pollutant” or “contaminant” under 42 U.S.C. § 9601(33); (f) defined as “hazardous waste” under 40 C.F.R. Part 260; (g) defined as a “hazardous chemical” under 29 C.F.R. Part 1910; (h) any matter within the definition of “hazardous substance” set forth in 15 U.S.C. § 1262; (i) any matter, waste or substance regulated under the Toxic Substances Control Act (“TSCA”) [15 U.S.C. Sections 2601 *et seq.*]; (j) any matter, waste or substance regulated under the Hazardous Materials Transportation Act, 49 U.S.C. Sections 1801 *et seq.*; (k) those substances listed in the United States Department of Transportation (DOT) Table [49 C.F.R. 172.101]; (l) any matter, waste or substances designated by the EPA, or any successor authority, as a hazardous substance [40 C.F.R. Part 302]; (m) defined as “hazardous waste” in Section 25117 of the California Health and Safety Code; (n) defined as a “hazardous substance” in Section 25316 of the California Health and Safety Code; (o) subject to any other Law regulating, relating to or imposing obligations, liability or standards of conduct concerning protection of human health, plant life, animal life, natural resources, property or the enjoyment of life or property free from the presence in the environment of any solid, liquid, gas, odor or any form of energy from whatever source; or (p) that is or becomes regulated or classified as hazardous or toxic under Law or in the regulations adopted pursuant to Law.

1.1.38 Hazardous Substance Discharge. Any deposit, discharge, generation, release or spill of a Hazardous Substance that occurs at, on, under, into or from the Property, or during transportation of any Hazardous Substance to or from the Property, or that arises at any time from any construction, installation, use or operation or other activities conducted at, on, under or from the Premises, whether or not caused by a Party.

1.1.39 Indemnify. Where this Agreement states that any Indemnitor shall “indemnify” any Indemnitee from, against, or for a particular Claim, that the Indemnitor shall indemnify the Indemnitee and protect, defend and hold the Indemnitee harmless from and against such Claim (alleged or otherwise). “**Indemnified**” shall have the correlative meaning.

1.1.40 Indemnitee. Any Person entitled to be Indemnified under the terms of this Agreement.

1.1.41 Indemnitor. A Party that agrees to Indemnify any other Person under the terms of this Agreement.

1.1.42 Law. Every law, ordinance, requirement, order, proclamation, directive, rule or regulation of any Government applicable to the Property, in any way, including relating to any development, construction, use, maintenance, taxation, operation, occupancy of or environmental conditions affecting the Property or otherwise relating to this Agreement or any

Party's rights, obligations or remedies under this Agreement, or any Transfer of any of the foregoing, whether in force on the Effective Date or passed, enacted, modified, amended or imposed at some later time, subject in all cases, however, to any applicable waiver, variance or exemption.

1.1.43 **Legal Costs.** In reference to any Person, all reasonable costs and expenses such Person incurs in any legal proceeding or other matter for which such Person is entitled to be reimbursed for its Legal Costs, including reasonable attorneys' fees, court costs and expenses and consultant and expert witness fees and expenses.

1.1.44 **Lender.** The holder of any Security Instrument and the successors and assigns of such holder.

1.1.45 **Monetary Default.** Any failure by either Party to pay or deposit, when and as this Agreement requires, any amount of money, bond, surety or evidence of any insurance coverage required to be provided under this Agreement, whether to or with a Party or a Third Person.

1.1.46 **Non-Monetary Default.** The occurrence of any of the following, except to the extent constituting a Monetary Default or an Escrow Default: (a) any failure of a Party to perform any of such Party's obligations under this Agreement; (b) any failure of a Party to comply with any material restriction or prohibition in this Agreement; or (c) any other event or circumstance that, with passage of time or giving of Notice, or both, would constitute a breach of this Agreement by a Party.

1.1.47 **Notice.** Any consent, demand, designation, election, notice, or request relating to this Agreement, including any Notice of Default. All Notices must be in writing.

1.1.48 **Notice of Default.** Any Notice claiming or giving Notice of a Default.

1.1.49 **Notify.** To give a Notice.

1.1.50 **Parties.** Collectively, Seller and Buyer.

1.1.51 **Party.** Individually, either Seller or Buyer, as applicable.

1.1.52 **Permitted Exception.** All of the following: (a) the printed exceptions and exclusions in the Buyer Title Policy; (b) all items shown in the Preliminary Report as exceptions to coverage under the proposed Buyer Title Policy approved by Buyer, or deemed approved by Buyer, as provided in 3.3.3 below; (c) any lien for non-delinquent property taxes or assessments; (d) any Laws applicable to the Property; (d) this Agreement; (e) any existing improvements on the Property; (f) any Approval; (g) any other document or encumbrance expressly required or allowed to be recorded against the Property pursuant to the terms of this Agreement; and (h) all covenants, conditions, restrictions, reservations, rights, rights of way, easements, encumbrances, liens and other matters of record or that would be disclosed by an accurate inspection or survey of the Property.

1.1.55 Person. Any association, corporation, governmental entity or agency, individual, joint venture, joint-stock company, limited liability company, partnership, trust, unincorporated organization or other entity of any kind.

1.1.56 Preliminary Report. A preliminary report issued by the Title Company in contemplation of the issuance of the Buyer Title Policy, accompanied by the best available copies of all documents listed in the preliminary report as exceptions to coverage under the proposed Buyer Title Policy.

1.1.57 Project. A seventy-two (72) unit multifamily residential condominium project to be developed and constructed on the Property which shall include the development, construction and installation of all landscaping, parking, and all other required on- and off-site private and public improvements associated with the Project.

1.1.58 Property. That certain real property specifically described in **Exhibit "A"** attached to this Agreement and incorporated herein by this reference.

1.1.59 Purchase Price. Eight Hundred Seventy Thousand and No/100 Dollars (\$870,000), which is the fair market value of the Property as of February 29, 2016, pursuant to that certain appraisal report conducted by Kent Carpenter of Hilco Valuation Services.

1.1.60 Real Estate Taxes. All general and special real estate taxes (including taxes on fixtures and equipment, sales taxes, use taxes and the like), supplemental taxes, possessory interest taxes, special taxes imposed pursuant to a special taxing district, assessments, municipal water and sewer rents, rates and charges, excises, levies, license and permit fees, fines, penalties and other governmental charges and any interest or costs with respect thereto, general and special, ordinary and extraordinary, foreseen and unforeseen, of any kind or nature whatsoever regarding the Property that may be assessed, levied, imposed upon, or become due and payable out of or in respect of, or charged with respect to or become a lien on, the Property.

1.1.61 Seller Parties. Collectively, the Seller, the Seller's governing body, and the Seller's elected officials, employees, agents and attorneys.

1.1.62 State. The State of California.

1.1.63 Third Person. Any Person that is not a Party, an Affiliate of a Party or an elected official, officer, director, manager, shareholder, member, principal, partner, employee or agent of a Party.

1.1.64 Title Company. Stewart Title of California, Inc., or such other Person mutually agreed upon in writing by both Seller and Buyer.

1.1.65 Transfer. Regarding any property, right or obligation, any of the following, whether by operation of Law or otherwise, whether voluntary or involuntary, and whether direct or indirect: (a) any assignment, conveyance, grant, hypothecation, mortgage, pledge, sale, or other transfer, whether direct or indirect, of all or any part of such property, right or obligation, or of any legal, beneficial, or equitable

interest or estate in such property, right or obligation or any part of it (including the grant of any easement, lien, or other encumbrance); (b) any conversion, exchange, issuance, modification, reallocation, sale, or other transfer of any Equity Interest(s) in the owner of such property, right or obligation by the holders of such Equity Interest(s); or (c) any transaction that is in substance equivalent to any of the foregoing. A transaction affecting Equity Interests, as referred to in clauses (b) or (c) above of this Section, shall be deemed a Transfer by Buyer, even though Buyer is not technically the transferor. A "Transfer" shall not, however, include any of the following (provided that the other Party has received Notice of such occurrence) relating to the Property or any Equity Interest: (i) a mere change in the form of ownership with no material change in beneficial ownership and constitutes a tax-free transaction under Federal income tax law and the State real estate transfer tax law; (ii) a conveyance only to member(s) of the immediate family(ies) of the transferor(s) or trusts for their benefit; or (iii) a conveyance only to a Person that, as of the Effective Date, holds an Equity Interest in the entity whose Equity Interest is being transferred.

1.1.66 Unavoidable Delay. A delay in either Party performing any obligation under this Agreement arising from or on account of any cause whatsoever beyond the Party's reasonable control, including strikes, labor troubles or other union activities, casualty, war, acts of terrorism, riots, litigation, governmental action or inaction, regional natural disasters or inability to obtain required materials. Unavoidable Delay shall not include delay caused by a Party's financial condition or insolvency.

1.1.67 Usury Limit. The highest rate of interest, if any, that Law allows under the circumstances.

2. EFFECTIVE DATE

This Agreement shall become effective on the date on which both of the following have occurred ("**Effective Date**"): (a) Seller has received three (3) counterpart originals of this Agreement signed by the authorized representative(s) of Buyer; and (b) this Agreement has been approved by Seller's governing body and executed by Seller's City Manager.

3. PURCHASE AND SALE OF PREMISES

3.1 Escrow. Seller shall sell and convey fee title to the Property to Buyer and Buyer shall purchase and acquire fee title to the Property from Seller, subject to the Permitted Exceptions and the terms and conditions of this Agreement. For the purposes of exchanging funds and documents to complete the sale of the Property from Seller to Buyer and the purchase of the Property by Buyer from Seller, pursuant to the terms and conditions of this Agreement, Seller and Buyer agree to open the Escrow with the Escrow Agent. The provisions of Section 4 of this Agreement are, and shall constitute, the joint escrow instructions of the Parties to the Escrow Agent for conducting the Escrow.

3.2 Consideration. Buyer shall purchase the Property from Seller for the Purchase Price, subject to the terms and conditions of this Agreement. Buyer shall deposit the Purchase Price into the Escrow, as follows:

3.2.1 Deposit. Upon the Escrow Opening Date, Buyer shall deposit the Deposit into the Escrow. The Deposit shall initially be refundable until the due diligence

condition of Section 3.3 is satisfied, and thereafter shall be non-refundable unless this Agreement is thereafter terminated due to a Seller default, the failure of a Buyer's condition to Close of Escrow, a termination of this Agreement not due to Buyer's default, or as otherwise expressly provided in this Agreement. The Deposit shall be held in Escrow until the Close of Escrow and shall be applied to the Purchase Price.

3.2.2 Remaining Purchase Price. At least one (1) Business Day before the Escrow Closing Date, Buyer shall deposit into the Escrow the amount of the Purchase Price less the amount of the Deposit.

3.2.3 Independent Consideration. Notwithstanding any other provision of this Agreement to the contrary, the sum of One Hundred and No/100 Dollars (\$100.00) out of the Deposit shall be paid by Escrow to Seller immediately following Escrow's receipt of the Deposit as "Independent Consideration" for the execution of this Agreement and the rights of Buyer granted herein, which said Independent Consideration shall be paid to Seller in all instances, upon execution hereof is fully earned, shall be applied against the Purchase Price and is not refundable for any reason, notwithstanding anything herein to the contrary. All references to Deposit herein shall mean the Deposit, less the Independent Consideration.

3.3 Due Diligence.

3.3.1 To the extent in Seller's possession, immediately following the Effective Date Seller shall deliver to Buyer, without any representation or warranty by Seller, the Due Diligence Materials (except for the Preliminary Report, which shall be provided by the Title Company).

3.3.2 Prior to the expiration of the Due Diligence Period, Buyer shall have the right to review and approve or disapprove, in its discretion, at Buyer's sole cost and expense, any environmental reports, soils inspection, conditions of title, zoning, surveys, the Due Diligence Materials, and all other reports as Buyer may deem necessary or appropriate in connection with this Agreement. In the event Buyer finds the Property unsatisfactory for any reason, then prior to the expiration of the Due Diligence Period Buyer shall have the right to, by a writing delivered to Seller and Escrow Agent, terminate this Agreement and the Escrow created pursuant thereto, in which event Buyer shall be entitled to the return of all monies previously deposited with Escrow Agent or released to Seller pursuant to this Agreement, and the Escrow and the rights and obligations of the Parties hereunder shall thereafter terminate and Buyer and Seller shall have no obligation to each other (except as otherwise set forth herein).

3.3.3 If, prior to the expiration of the Due Diligence Period, Buyer disapproves by a writing delivered to Seller any matters of title shown in the Preliminary Report, then Seller may, within fourteen (14) business days after its receipt of Buyer's notice of disapproval, elect in writing to eliminate or ameliorate to Buyer's satisfaction the disapproved title matters. Failure of Buyer to give disapproval of any matters of title shown in the Preliminary Report on or before the expiration of the Due Diligence Period shall be deemed to constitute Buyer's approval of all matters of title in the Preliminary Report. If Seller does not elect to eliminate or ameliorate to Buyer's satisfaction any disapproved matters of title

shown in the Preliminary Report, then Buyer shall have the right to, by a writing delivered to Seller and Escrow Agent: (a) waive its prior disapproval, in which event the disapproved matters shall be deemed approved; or (ii) terminate this Agreement and the Escrow created pursuant thereto, in which event Buyer shall be entitled to the return of all monies previously deposited with Escrow Agent or released to Seller pursuant to this Agreement, and the Escrow and the rights and obligations of the Parties hereunder shall thereafter terminate and Buyer and Seller shall have no obligation to each other (except as otherwise set forth herein).

3.3.4 Upon the Effective Date of this Agreement until the expiration of the Due Diligence Period, subject to the provisions of this Section, Buyer may enter upon the Property to conduct any investigation, test, study or analysis related to the development of the Project. Buyer shall pay all costs with respect to such studies and tests and shall be solely responsible for the disposal of any soil samples (including any Hazardous Substance or other wastes in these samples), which obligation shall survive the termination of this Agreement. Buyer shall exercise due care, follow best commercial practices in connection with such entry and testing, and shall comply with all laws, ordinances, rules, regulations, orders and the like in connection with any entry onto or testing of the Property. Prior to any entry onto the Property, Buyer shall obtain and maintain, and shall require that its agents, consultants, contractors and representatives (collectively, the "Agents") to obtain and maintain in full force during the term of this Agreement, at Buyer's sole cost and expense, a policy of comprehensive liability insurance including property damage, with limits of at least \$2M per occurrence/\$4M aggregate, which will insure The City of National City, its elected officials, officers, agents and employees against liability for injury to persons, damage to property, and death of any person arising in connection with Buyer or its Agents entry upon the Property and/or conducting of tests or studies thereon. Prior to any entry onto the Property, the policy shall be approved in writing as to form and insurance (including approval of the insurance company) by the City. Buyer shall provide City with a copy of any insurance policy required hereunder, including an endorsement that states that the policy will not be cancelled except after thirty (30) days' notice in writing to City and names the additional insureds as required herein. Buyer shall provide City with evidence of such insurance coverage prior to any entry onto the Property by Buyer or its Agents. Prior to each and every entry onto the Property, Buyer shall provide City with not less than 48 hours prior written notice of Buyer or its Agents intended entry upon the Property and/or conducting of tests or studies thereon. Following any such tests or studies, Buyer shall leave the Property in substantially similar condition as of the Effective Date of this Agreement, and Buyer shall indemnify, defend and hold harmless City and its officers, members, employees and agents and the Property from and against any liabilities, claims, damages (including injury or damage to person or property), losses, costs, expenses and fees (including reasonable attorneys' and experts' fees and costs) relating to or resulting from the entry, inspections and studies conducted by Buyer and its Agents on, under, or about the Property. The foregoing indemnity shall survive beyond the Closing, or, if the sale is not consummated, beyond the termination of this Agreement.

3.3.5 If, prior to the expiration of the Due Diligence Period, Buyer disapproves of the condition of the Property, then Buyer shall have the right to, by a writing delivered to Seller and Escrow Agent, terminate this Agreement and the Escrow created pursuant thereto, in which event Buyer shall be entitled to the return of all monies previously deposited with Escrow Agent or released to Seller pursuant to this Agreement, and the Escrow

and the rights and obligations of the Parties hereunder shall thereafter terminate and Buyer and Seller shall have no obligation to each other (except as otherwise set forth herein).

3.3.6 In the event of a termination of this Agreement pursuant to this Section, notwithstanding any other provision of this Agreement to the contrary, Buyer shall pay all escrow fees and costs.

3.4 “AS-IS” Acquisition. The Close of Escrow shall evidence Buyer’s unconditional and irrevocable acceptance of the Property in the Property’s AS IS, WHERE IS, SUBJECT TO ALL FAULTS CONDITION, AS OF THE CLOSE OF ESCROW, WITHOUT WARRANTY as to character, quality, performance, condition, title, physical condition, soil conditions, the presence or absence of fill, shoring or bluff stability or support, subsurface or lateral support, zoning, land use restrictions, the availability or location of utilities or services, the location of any public infrastructure on or off of the Property (active, inactive or abandoned), the suitability of the Property or the existence or absence of Hazardous Substances affecting the Property and with full knowledge of the physical condition of the Property, the nature of Seller’s interest in and use of the Property, all laws applicable to the Property and any and all conditions, covenants, restrictions, encumbrances and all matters of record relating to the Property. The Close of Escrow shall further constitute Buyer’s representation and warranty to Seller that: (a) Buyer has had ample opportunity to inspect and evaluate the Property and the feasibility of the uses and activities Buyer is entitled to conduct on the Property; (b) Buyer is relying entirely on Buyer’s experience, expertise and Buyer’s own inspection of the Property in the Property’s current state in proceeding with acquisition of the Property; (c) Buyer accepts the Property in the Property’s present condition; (d) to the extent that Buyer’s own expertise with respect to any matter regarding the Property is insufficient to enable Buyer to reach an informed conclusion regarding such matter, Buyer has engaged the services of Persons qualified to advise Buyer with respect to such matters; (e) Buyer has received assurances acceptable to Buyer by means independent of Seller or Seller’s agents of the truth of all facts material to Buyer’s acquisition of the Property pursuant to this Agreement; and (f) the Property is being acquired by Buyer as a result of Buyer’s own knowledge, inspection and investigation of the Property and not as a result of any representation made by Seller or Seller’s agents relating to the condition of the Property, unless such statement or representation is expressly and specifically set forth in this Agreement. Seller hereby expressly and specifically disclaims any express or implied warranties regarding the Property.

3.5 Reservations. The approval of this Agreement by Seller shall not be binding on the City Council of the City or any commission, committee, board or body of the City regarding any other Approvals required by such bodies. No action by Seller with reference to this Agreement or any related documents shall be deemed to constitute issuance or waiver of any required Approvals regarding the Property or Buyer.

3.6 Non-Discrimination.

3.6.1 Buyer herein covenants by and for itself, its heirs, executors, administrators and assigns, and all persons claiming under or through Buyer, that there shall be no discrimination against or segregation of any person or group of persons, on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those

bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the Property, nor shall Buyer itself, or any person claiming under or through Buyer, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy, of tenants, lessees, sublessees, subtenants, or vendees of the Property. The foregoing covenants shall run with the land.

3.6.2 Buyer herein further covenants by and for itself, its heirs, executors, administrators and assigns, and all persons claiming under or through Buyer, that there shall be no discrimination on the basis of race, gender, religion, national origin, ethnicity, sexual orientation, age or disability in the solicitation, selection, hiring or treatment of any contractors or consultants, to participate in subcontracting/subconsulting opportunities.

3.6.3 Buyer understands and agrees that violation of any Subsection of this Section 3.6 shall be considered a material breach of this Agreement and may result in termination, debarment or other sanctions.

3.7 Form of Nondiscrimination and Nonsegregation Clauses. All deeds, leases or contracts made relative to the Property, improvements thereon, or any part thereof, shall contain or be subject to substantially the following nondiscrimination or nonsegregation clauses:

3.7.1 (a) (1) **In deeds:** "The grantee herein covenants by and for himself or herself, his or her heirs, executors, administrators, and assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the premises herein conveyed, nor shall the grantee or any person claiming under or through him or her, establish or permit any practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees, or vendees in the premises herein conveyed. The foregoing covenants shall run with the land."

(2) Notwithstanding paragraph (1), with respect to familial status, paragraph (1) shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the Government Code. With respect to familial status, nothing in paragraph (1) shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11, and 799.5 of the Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the Civil Code and subdivisions (n), (o), and (p) of Section 12955 of the Government Code shall also apply to the above paragraph.

3.7.2 (a) (1) **In leases:** "The lessee herein covenants by and for himself or herself, his or her heirs, executors, administrators, and assigns, and all persons claiming under or through him or her, and this lease is made and accepted upon and subject to

the following conditions: That there shall be no discrimination against or segregation of any person or group of persons, on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the leasing, subleasing, transferring, use, occupancy, tenure, or enjoyment of the premises herein leased nor shall the lessee himself or herself, or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy, of tenants, lessees, sublessees, subtenants, or vendees in the premises herein leased.”

(2) Notwithstanding paragraph (1), with respect to familial status, paragraph (1) shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the Government Code. With respect to familial status, nothing in paragraph (1) shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11, and 799.5 of the Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the Civil Code and subdivisions (n), (o), and (p) of Section 12955 of the Government Code shall apply to the above paragraph.

3.7.3 In contracts: “There shall be no discrimination against or segregation of any person or group of persons, on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the Property, nor shall the grantee or transferee itself or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy, of tenants, lessees, sublessees, subtenants, or vendees of the Property.”

3.8 Effect and Duration of Covenants. The covenants established in this Agreement shall run with the land, without regard to technical classification and designation, and shall be for the benefit and in favor of and enforceable against the original Buyer, or if the Buyer is no longer the owner, then against its successors in interest, assigns and heirs. Unless set forth otherwise, the covenants described in Section 3.7 shall commence upon the Close of Escrow and shall be set forth and shall run for the time periods set forth in the applicable Grant Deed.

4. JOINT ESCROW INSTRUCTIONS

4.1 Opening of Escrow. The purchase and sale of the Property shall take place through the Escrow to be conducted by Escrow Agent. Escrow shall be deemed opened when a fully signed copy of this Agreement has been delivered to Escrow Agent. Escrow Agent shall confirm the Escrow Opening Date in writing to each of the Parties, with a copy of the Escrow Agent Consent signed by the authorized representative(s) of the Escrow Agent.

4.2 Escrow Instructions. This Section 4 constitutes the joint escrow instructions of the Parties to Escrow Agent for conduct of the Escrow for the purchase and sale of the Property, as contemplated by this Agreement. Buyer and Seller shall sign such further escrow instructions consistent with the provisions of this Agreement as may be reasonably requested by Escrow

Agent. In the event of any conflict between the provisions of this Agreement and any further escrow instructions requested by Escrow Agent, the provisions of this Agreement shall control.

4.3 Escrow Agent Authority. Seller and Buyer authorize Escrow Agent to:

4.3.1 **Charges.** Pay and charge Seller and Buyer for their respective shares of the applicable fees, taxes, charges and costs payable by either Seller or Buyer regarding the Escrow;

4.3.2 **Settlement/Closing Statements.** Release each Party's Escrow Closing Statement to the other Party;

4.3.3 **Document Recording.** File any documents delivered for recording through the Escrow with the office of the Recorder of the County for recordation in the official records of the County, pursuant to the joint instructions of the Parties; and

4.3.4 **Counterpart Documents.** Utilize documents signed by Seller or Buyer in counterparts, including attaching separate signature pages to one original of the same document.

4.4 Buyer's Conditions Precedent to Close of Escrow. Provided that the failure of any such condition to be satisfied is not due to a Default under this Agreement by Buyer, Buyer's obligation to purchase the Property from Seller on the Escrow Closing Date shall be conditioned upon the satisfaction or waiver (waivers must be in writing and signed by Buyer) of each of the following conditions on or before the Escrow Closing Date:

4.4.1 **Title Policy.** Title Company has agreed to issue the Buyer Title Policy to Buyer upon payment of Title Company's premium for such policy;

4.4.2 **CEQA Documents.** Adoption, approval or certification of the CEQA Documents by each applicable Government;

4.4.3 **Seller Escrow Deposits.** Seller deposits all of the items into Escrow required by Section 4.7 of this Agreement;

4.4.4 **Settlement/Closing Statement.** Buyer reasonably approves Buyer's Escrow Closing Statement; and

4.4.5 **Seller Pre-Closing Obligations.** Seller performs all of Seller's material obligations required to be performed by Seller pursuant to this Agreement prior to the Close of Escrow.

4.5 Seller's Conditions Precedent to Close of Escrow. Provided that the failure of any such condition to be satisfied is not due to a Default under this Agreement by Seller, Seller's obligation to sell the Property to Buyer on the Escrow Closing Date shall be conditioned upon the satisfaction or waiver (waivers must be in writing and signed by Seller) of each of the following conditions precedent on or before the Escrow Closing Date:

4.5.1 Compensation Agreement. Approval and full execution of a compensation agreement by each and every affected taxing entity as set forth in the LRPMP;

4.5.2 Building Permit. Buyer obtains a building permit from the City of National City for the development of the Project;

4.5.3 CEQA Documents. Adoption, approval or certification of the CEQA Documents by each applicable Government;

4.5.4 Buyer Escrow Deposits. Buyer deposits all of the items into Escrow required by Section 4.6 of this Agreement;

4.5.5 Settlement/Closing Statement. Seller reasonably approves Seller's Escrow Closing Statement; and

4.5.6 Title Policy. The Company has agreed to issue the Buyer Title Policy to Buyer upon payment of Title Company's premium for such policy;

4.5.7 Buyer Pre-Closing Obligations. Buyer performs all of Buyer's material obligations required to be performed by Buyer pursuant to this Agreement prior to Close of Escrow.

4.6 Buyer's Escrow Deposits. Buyer shall deposit the following items into Escrow and, concurrently, provide a copy of each document submitted into Escrow to Seller, at least one (1) Business Day prior to the Escrow Closing Date:

4.6.1 Closing Funds. All amounts required to be deposited into Escrow by Buyer under the terms of this Agreement to close the Escrow;

4.6.2 Certificate of Grant Deed Acceptance. The Certificate of Acceptance attached to the Grant Deed signed by Buyer in recordable form;

4.6.3 Escrow Closing Statement. The Buyer's Escrow Closing Statement signed by the authorized representative(s) of Buyer; and

4.6.4 Other Reasonable Items. Any other documents or funds required to be delivered by Buyer under the terms of this Agreement or as otherwise reasonably requested by Escrow Agent or Title Company in order to close the Escrow or comply with applicable Law that have not previously been delivered by Buyer.

4.7 Seller's Escrow Deposits. Seller shall deposit the following documents into Escrow and, concurrently, provide a copy of each document deposited into Escrow to Buyer, at least one (1) Business Day prior to the Escrow Closing Date:

4.7.1 Grant Deed. The Grant Deed signed by the authorized representative(s) of Seller in recordable form;

4.7.2 Escrow Closing Statement. The Seller's Escrow Closing Statement signed by the authorized representative(s) of Seller;

4.7.3 FIRPTA Affidavit. A FIRPTA affidavit signed by the authorized representative(s) of Seller, in the form used by the Escrow Agent;

4.7.4 Form 593. A Form 593 signed by the authorized representative(s) of Seller; and

4.7.5 Other Reasonable Items. Any other documents or funds required to be delivered by Seller under the terms of this Agreement or as otherwise reasonably requested by Escrow Agent or Title Company in order to close the Escrow or comply with applicable Law that have not been previously delivered by Seller.

4.8 Closing Procedure. When each of Buyer's Escrow deposits, as set forth in Section 4.6 of this Agreement, and each of Seller's Escrow deposits as set forth in Section 4.7 of this Agreement, are deposited into Escrow, Escrow Agent shall request confirmation in writing from both Buyer and Seller that each of their respective conditions precedent to the Close of Escrow, as set forth in Sections 4.4 and 4.5, respectively, are satisfied or waived. Upon Escrow Agent's receipt of written confirmation from both Buyer and Seller that each of their respective conditions precedent to the Close of Escrow are satisfied or waived, Escrow Agent shall close the Escrow by doing all of the following:

4.8.1 Recording and Distribution of Documents. Escrow Agent shall cause the following documents to be filed with the Recorder of the County for recording in the official records of the County regarding the Property in the following order of priority at Close of Escrow: (a) the Grant Deed; and (b) any other documents to be recorded regarding the Property through the Escrow upon the joint instructions of the Parties. At Close of Escrow, Escrow Agent shall deliver conformed copies of all documents filed for recording with in the official records of the County through the Escrow to Seller, Buyer and any other Person designated in the written joint escrow instructions of the Parties to receive an original or conformed copy of each such document. Each conformed copy of a document filed for recording by Escrow Agent pursuant to this Agreement shall show all recording information. The Parties intend and agree that this Section 4.8.1 shall establish the relative priorities of the documents to be recorded in the official records of the County through the Escrow, by providing for recordation of senior interests prior to junior interests, in the order provided in this Section 4.8.1;

4.8.2 Funds. Distribute all funds held by the Escrow Agent pursuant to the Escrow Closing Statements approved in writing by Seller and Buyer, respectively;

4.8.3 FIRPTA Affidavit. File the FIRPTA Affidavit with the United States Internal Revenue Service;

4.8.4 Form 593. File the Form 593 with the California Franchise Tax Board; and

4.8.5 Title Policy. Obtain from the Title Company and deliver to Buyer the Buyer Title Policy issued by the Title Company, with a copy delivered to Seller.

4.9 Close of Escrow. The Close of Escrow shall occur on or before the Escrow Closing Date. The City Manager in his or her sole and absolute discretion, acting on behalf of the Seller, is authorized to agree to one or more extensions of the Escrow Closing Date on behalf of Seller up to a maximum time period extension of ninety (90) days in the aggregate; provided that there shall be no extension permitted of the June 30, 2017 outside Escrow Closing Date set forth in Section 1.1.26. If for any reason (other than a Default or Event of Default by such Party) the Close of Escrow has not occurred on or before the Escrow Closing Date, then any Party not then in Default under this Agreement may cancel the Escrow and terminate this Agreement, without liability to the other Party or any other Person for such cancellation and termination, by delivering Notice of termination to both the other Party and Escrow Agent. Following any such Notice of termination of this Agreement and cancellation of the Escrow, the Parties and Escrow Agent shall proceed pursuant to Section 4.13 of this Agreement. Without limiting the right of either Party to cancel the Escrow and terminate this Agreement pursuant to this Section 4.9, if the Escrow does not close on or before the Escrow Closing Date and neither Party has exercised its contractual right to cancel the Escrow and terminate this Agreement under this Section 4.9 before the first date on which Escrow Agent Notifies both Parties that Escrow is in a position to close in accordance with the terms and conditions of this Agreement, then the Escrow shall close as soon as reasonably possible following the first date on which Escrow Agent Notifies both Parties that Escrow is in a position to close in accordance with the terms and conditions of this Agreement.

4.10 Escrow Costs. Escrow Agent shall Notify Buyer and Seller of the costs to be borne by each of them at the Close of Escrow by delivering an Escrow Closing Statement to both Seller and Buyer at least four (4) Business Days prior to the Escrow Closing Date. Each Party shall pay its own costs and expenses arising in connection with the Close of Escrow (including, without limitation, its own attorneys' and advisors' fees, charges, and disbursements), except the following costs ("**Closing Costs**"), which shall be allocated between the Parties as follows:

(a) Escrow Agent charges for the conduct of the Escrow shall be paid one-half (1/2) by Seller and one-half (1/2) by Buyer;

(b) The cost of the Buyer Title Policy attributable to the standard coverage portion shall be paid by Seller;

(c) The cost of the Buyer Title Policy attributable to the extended coverage portion or any additional coverage and any endorsements shall be paid by Buyer;

(d) The cost of any and all State, County, or City documentary stamps or transfer taxes regarding the conveyance of the Property through the Escrow shall be paid by Buyer;

(e) The cost of any recording fees in connection with the recording of any documents in the official records of the County for the Close of Escrow and any and all other charges, fees, and taxes levied by each and every Government relative to the conveyance of the Property through Escrow shall be paid by Buyer;

(f) Ad valorem taxes and assessments, if any, upon the Property, prior to the conveyance of title of the Property to Buyer shall be paid by Seller, and after the conveyance of title of the Property to Buyer shall be paid by Buyer consistent with Section 4.11 of this Agreement; and

(g) All other closing fees and costs shall be charged to and paid by Seller and Buyer in accordance with customary practices in the County.

4.11 Allocation of Taxes. Real Estate Taxes relating to the Property, if any, shall be prorated between Seller and Buyer as of Midnight on the date prior to the Close of Escrow.

4.12 Escrow Cancellation Charges. If the Escrow fails to close due to Seller's Default under this Agreement, Seller shall pay all ordinary and reasonable Escrow and title order cancellation charges charged by Escrow Agent or Title Company, respectively. If the Escrow fails to close due to Buyer's Default under this Agreement, Buyer shall pay all ordinary and reasonable Escrow and title order cancellation charges charged by Escrow Agent or Title Company, respectively. Except as set forth in Section 3.3., above, if the Escrow fails to close for any reason other than the Default of either Buyer or Seller, Buyer and Seller shall each pay one-half (1/2) of any ordinary and reasonable Escrow and title order cancellation charges charged by Escrow Agent or Title Company, respectively.

4.13 Escrow Cancellation. If this Agreement is terminated pursuant to a contractual right granted to a Party in this Agreement to terminate this Agreement (other than due to an Event of Default by the other Party), the Parties shall do all of the following:

4.13.1 **Cancellation Instructions.** The Parties shall, within three (3) Business Days following Escrow Agent's written request, sign any reasonable Escrow cancellation instructions requested by Escrow Agent;

4.13.2 **Return of Funds and Documents.** Within ten (10) Business Days following receipt by the Parties of a settlement statement of Escrow and title order cancellation charges from Escrow Agent (if any) or within twenty (20) calendar days following Notice of termination, whichever is earlier: (a) Buyer or Escrow Agent shall return to Seller all documents previously delivered by Seller to Buyer or Escrow Agent, respectively, regarding the Property or the Escrow; (b) Seller or Escrow Agent shall return to Buyer all documents previously delivered by Buyer to Seller or Escrow Agent, respectively, regarding the Property or the Escrow; (c) Escrow Agent shall, unless otherwise expressly provided in this Agreement, return to Buyer all funds deposited in Escrow by Buyer, less Buyer's share of customary and reasonable Escrow and title order cancellation charges (if any) in accordance with Sections 3.3 and 4.12 of this Agreement; and (d) Escrow Agent shall, unless otherwise provided in this Agreement, return to Seller all funds deposited in Escrow by Seller, less Seller's share of customary and reasonable Escrow and title order cancellation charges (if any) in accordance with Section 4.12 of this Agreement.

4.14 Report to IRS. After the Close of Escrow and prior to the last date on which such report is required to be filed with the Internal Revenue Service under applicable Federal law, if such report is required pursuant to Internal Revenue Code Section 6045(e), Escrow Agent

shall report the gross proceeds of the purchase and sale of the Property to the Internal Revenue Service on Form 1099-B, W-9 or such other form(s) as may be specified by the Internal Revenue Service pursuant to Internal Revenue Code Section 6045(e). Concurrently with the filing of such reporting form with the Internal Revenue Service, Escrow Agent shall deliver a copy of the filed form to both Seller and Buyer.

4.15 Condemnation. If any material portion of the Property, or any interest in any portion of the Property, is taken by condemnation prior to the Close of Escrow by any condemning authority other than Seller, including, without limitation, the filing of any notice of intended condemnation or proceedings in the nature of eminent domain, commenced by any governmental authority, other than Seller, Seller shall immediately give Buyer Notice of such occurrence, and Buyer shall have the option, exercisable within ten (10) Business Days after receipt of such Notice from Seller, to either: (i) terminate this Agreement; or (ii) continue with this Agreement in accordance with its terms, in which event Seller shall assign to Buyer any right of Seller to receive any condemnation award attributable to the Property.

5. REMEDIES AND INDEMNITY

5.1 BUYER'S RIGHT TO SPECIFIC PERFORMANCE AND LIMITATION ON RECOVERY OF DAMAGES.

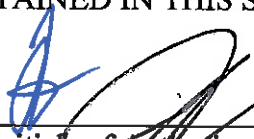
5.1.1 **ELECTION OF REMEDIES.** DURING THE CONTINUANCE OF AN EVENT OF DEFAULT BY SELLER UNDER THIS AGREEMENT PRIOR TO THE CLOSING, BUYER SHALL BE LIMITED TO EITHER OF THE FOLLOWING REMEDIES: (1) AN ACTION AGAINST SELLER FOR SPECIFIC PERFORMANCE OF THIS AGREEMENT; OR (2) TERMINATION OF THIS AGREEMENT AND AN ACTION TO RECOVER THE DEPOSIT. UNDER NO CIRCUMSTANCES SHALL SELLER BE LIABLE TO BUYER UNDER THIS AGREEMENT FOR ANY AMOUNT EXCEEDING THE AMOUNT SET FORTH IN THIS SECTION 5.1.1, ANY SPECULATIVE, CONSEQUENTIAL, COLLATERAL, SPECIAL, PUNITIVE OR INDIRECT DAMAGES OR FOR ANY LOSS OF PROFITS SUFFERED OR CLAIMED TO HAVE BEEN SUFFERED BY BUYER.

5.1.2 **WAIVER OF RIGHTS.** SELLER AND BUYER EACH ACKNOWLEDGE AND AGREE THAT SELLER WOULD NOT HAVE ENTERED INTO THIS AGREEMENT IF SELLER WERE TO BE LIABLE TO BUYER FOR ANY MONETARY DAMAGES, MONETARY RECOVERY OR ANY REMEDY DURING THE CONTINUANCE OF AN EVENT OF DEFAULT UNDER THIS AGREEMENT BY SELLER, OTHER THAN SPECIFIC PERFORMANCE OF THIS AGREEMENT OR TERMINATION OF THIS AGREEMENT AND PAYMENT OF THE AMOUNT SPECIFIED IN CLAUSE "(2)" OF SECTION 5.1.1 OF THIS AGREEMENT. ACCORDINGLY, SELLER AND BUYER AGREE THAT THE REMEDIES SPECIFICALLY PROVIDED FOR IN SECTION 5.1.1 OF THIS AGREEMENT ARE REASONABLE AND SHALL BE BUYER'S SOLE AND EXCLUSIVE RIGHTS AND REMEDIES DURING THE CONTINUANCE OF AN EVENT OF DEFAULT UNDER THIS AGREEMENT BY SELLER. BUYER WAIVES ANY RIGHT TO PURSUE ANY REMEDY OR DAMAGES AGAINST SELLER ARISING FROM OR RELATING TO THIS AGREEMENT OTHER THAN THOSE SPECIFICALLY PROVIDED IN SECTION 5.1.1 OF THIS AGREEMENT.

5.1.3 CALIFORNIA CIVIL CODE SECTION 1542 WAIVER. BUYER ACKNOWLEDGES THE PROTECTIONS OF CALIFORNIA CIVIL CODE SECTION 1542 REGARDING THE WAIVERS AND RELEASES CONTAINED IN THIS SECTION 5.1, WHICH CIVIL CODE SECTION READS AS FOLLOWS:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

5.1.4 ACKNOWLEDGMENT. BY INITIALING BELOW, BUYER KNOWINGLY AND VOLUNTARILY WAIVES THE PROVISIONS OF CALIFORNIA CIVIL CODE SECTION 1542 AND ALL OTHER STATUTES AND JUDICIAL DECISIONS (WHETHER STATE OR FEDERAL) OF SIMILAR EFFECT SOLELY REGARDING THE WAIVERS AND RELEASES CONTAINED IN THIS SECTION 5.1.



 Initials of Authorized
 Buyer representative(s)

5.1.5 STATEMENT OF INTENT. CALIFORNIA CIVIL CODE SECTION 1542 NOTWITHSTANDING, IT IS THE INTENTION OF BUYER TO BE BOUND BY THE LIMITATIONS ON DAMAGES AND REMEDIES SET FORTH IN THIS SECTION 5.1, AND BUYER HEREBY RELEASES ANY AND ALL CLAIMS AGAINST SELLER FOR MONETARY DAMAGES, MONETARY RECOVERY OR OTHER LEGAL OR EQUITABLE RELIEF RELATED TO ANY EVENT OF DEFAULT UNDER THIS AGREEMENT BY SELLER, EXCEPT AS SPECIFICALLY PROVIDED IN THIS SECTION 5.1, WHETHER OR NOT ANY SUCH RELEASED CLAIMS WERE KNOWN OR UNKNOWN TO BUYER AS OF THE EFFECTIVE DATE OF THIS AGREEMENT.

5.2 LIQUIDATED DAMAGES TO SELLER. IF THE CLOSE OF ESCROW DOES NOT OCCUR ON OR BEFORE THE ESCROW CLOSING DATE DUE TO BUYER'S DEFAULT, THEN SELLER SHALL RETAIN THE DEPOSIT AS LIQUIDATED DAMAGES. THE AMOUNT OF THE DEPOSIT IS THE REASONABLE ESTIMATE BY THE PARTIES OF THE DAMAGES SELLER WOULD SUFFER FROM SUCH DEFAULT, IT BEING AGREED THAT IT IS EXTREMELY DIFFICULT, IF NOT IMPOSSIBLE AND IMPRACTICABLE, TO FIX THE EXACT AMOUNT OF DAMAGE THAT WOULD BE INCURRED BY SELLER AS A RESULT OF SUCH DEFAULT BY BUYER. UPON SUCH A DEFAULT BY BUYER, ESCROW SHALL BE CANCELED AND THE PARTIES SHALL PROCEED IN ACCORDANCE WITH SECTION 4.12 OF THIS AGREEMENT. IN ADDITION, IF ALL OR ANY PORTION OF THE DEPOSIT HAS BEEN DEPOSITED INTO ESCROW BY BUYER, ESCROW AGENT IS HEREBY IRREVOCABLY INSTRUCTED BY BUYER AND SELLER TO DISBURSE THE DEPOSIT TO SELLER AS LIQUIDATED DAMAGES FOR BUYER'S

DEFAULT UNDER THIS AGREEMENT AND FAILURE TO COMPLETE THE PURCHASE OF THE PREMISES, PURSUANT TO CALIFORNIA CIVIL CODE SECTIONS 1671, *ET. SEQ.*

5.3 Legal Actions. Either Party may institute legal action, at law or in equity, to enforce or interpret the rights or obligations of the Parties under this Agreement or recover damages, subject to the provisions of Section 5.1 or Section 5.2 of this Agreement, as applicable.

5.4 Rights and Remedies are Cumulative. Except as otherwise expressly stated in this Agreement, the rights and remedies of the Parties set forth in this Agreement are cumulative and the exercise by either Party of one or more of such rights or remedies shall not preclude the exercise by such Party, at the same or different times, of any other rights or remedies for the same Default or the same rights or remedies for any other Default by the other Party.

5.5 Indemnification.

5.5.1 **Buyer Indemnification.** Buyer shall Indemnify the Seller Parties against any Claim related to this Agreement to the extent such Claim arises from: (a) any act, omission or negligence of the Buyer; (b) any agreements that Buyer (or anyone claiming by or through Buyer) makes with a Third Person regarding the property; (c) any worker's compensation claim or determination relating to any employee of Buyer or its contractors; or (d) any Environmental Claim attributable to any action or omission of Buyer.

5.5.2 **Independent of Insurance Obligations.** Buyer's indemnification obligations under this Agreement shall not be construed or interpreted as in any way restricting, limiting, or modifying Buyer's insurance or other obligations under this Agreement. Buyer's obligation to Indemnify the Seller Parties under this Agreement is independent of Buyer's insurance and other obligations under this Agreement. Buyer's compliance with Buyer's insurance obligations and other obligations under this Agreement shall not in any way restrict, limit or modify Buyer's indemnification obligations under this Agreement and are independent of Buyer's indemnification and other obligations under this Agreement.

5.5.3 **Survival of Indemnification and Defense Obligations.** The indemnity and defense obligations of the Buyer under this Agreement shall survive the expiration or earlier termination of this Agreement.

5.5.4 **Indemnification Procedures.** Wherever this Agreement requires any Indemnitor to Indemnify any Indemnitee:

(a) *Prompt Notice.* The Indemnitee shall promptly Notify the Indemnitor of any Claim.

(b) *Selection of Counsel.* The Indemnitor shall select counsel reasonably acceptable to Indemnitee. If the Indemnitee, in good faith, determines that its interests are not adequately protected by being provided a defense by the Indemnitor, the Indemnitee (and the other Indemnified parties) may, at its election, conduct the defense or participate in the defense of any Claim related in any way to this indemnification. If the Indemnitee, on behalf of the

Indemnified parties, makes the foregoing election to conduct its own defense or obtain independent legal counsel in defense of any Claim related to this indemnification, then the Indemnitor shall pay all of the Legal Costs related thereto, including, without limitation, reasonable attorneys' fees and costs.

(c) *Cooperation.* The Indemnatee shall reasonably cooperate with the Indemnitor's defense of the Indemnatee.

(d) *Settlement.* The Indemnitor may only settle a Claim with the consent of the Indemnatee. Any settlement shall procure a complete release of the Indemnatee from the subject Claims, shall not require the Indemnatee to make any payment to the claimant and shall provide that neither the Indemnatee, nor the Indemnitor on behalf of the Indemnatee, admits any liability.

6. GENERAL PROVISIONS

6.1 Incorporation of Recitals. The Recitals of fact set forth preceding this Agreement are true and correct and are incorporated into this Agreement in their entirety by this reference.

6.2 Notices, Demands and Communications Between the Parties.

6.2.1 **Delivery.** Any and all Notices submitted by any Party to another Party pursuant to or as required by this Agreement shall be proper, if in writing and sent by messenger for immediate personal delivery, nationally recognized overnight (one Business Day) delivery service (i.e., United Parcel Service, Federal Express, etc.) or by registered or certified United States mail, postage prepaid, return receipt requested, to the address of the recipient Party, as designated below in Section 6.2.2. Notice may be sent in the same manner to such other addresses as either Party may from time to time designate by Notice in accordance with this Section 6.2. Notice shall be deemed received by the addressee, regardless of whether or when any return receipt is received by the sender or the date set forth on such return receipt, on the day that the Notice is sent by messenger for immediate personal delivery, one Business Day after delivery to a nationally recognized overnight delivery service or three (3) calendar days after the Notice is placed in the United States mail in accordance with this Section 6.2. Any attorney representing a Party may give any Notice on behalf of such Party.

6.2.2 **Addresses.** The Notice addresses for the Parties, as of the Effective Date of this Agreement, are as follows:

To Buyer: Palm Plaza Associates, LLC
 Attn: Jim Reynolds
 4980 North Harbor Drive, Suite 203
 San Diego, California 92106

To Seller: City of National City
 1243 National City Boulevard
 National City, California 91950

Attention: City Manager

With a Copy to: Claudia Silva, City Attorney
City of National City
1243 National City Boulevard
National City, California 91950

6.3 Relationship of Parties. The Parties each intend and agree that Seller and Buyer are independent contracting entities and do not intend by this Agreement to create any partnership, joint venture or similar business arrangement, relationship or association between them.

6.4 Warranty Against Payment of Consideration for Agreement. Buyer represents and warrants to Seller that: (a) Buyer has not employed or retained any Person to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees of Buyer and Third Persons to whom fees are paid for professional services related to the documentation of this Agreement; and (b) no gratuities, in the form of entertainment, gifts or otherwise have been or will be given by Buyer or any of Buyer's agents, employees or representatives to any elected or appointed official or employee of the Seller in an attempt to secure this Agreement or favorable terms or conditions for this Agreement. Breach of the representations or warranties of this Section 6.4 shall entitle Seller to terminate this Agreement and cancel the Escrow (if open) upon seven (7) calendar days Notice to Buyer and, if the Escrow is open, to Escrow Agent. Upon any such termination of this Agreement, Buyer shall immediately refund any payments made to or on behalf of Buyer to Seller pursuant to this Agreement or otherwise related to the Property, any Approval or any CEQA Document, prior to the date of such termination.

6.5 Calculation of Time Periods. Unless otherwise specified, all references to time periods in this Agreement measured in days shall be to consecutive calendar days, all references to time periods in this Agreement measured in months shall be to consecutive calendar months and all references to time periods in this Agreement measured in years shall be to consecutive calendar years. Any reference to Business Days in this Agreement shall mean consecutive Business Days.

6.6 Principles of Interpretation. No inference in favor of or against any Party shall be drawn from the fact that such Party has drafted any part of this Agreement. The Parties have both participated substantially in the negotiation, drafting and revision of this Agreement, with advice from legal or other counsel and advisers of their own selection. A word, term or phrase defined in the singular in this Agreement may be used in the plural, and vice versa, all in accordance with ordinary principles of English grammar, which shall govern all language in this Agreement. The words "include" and "including" in this Agreement shall be construed to be followed by the words "without limitation". Each collective noun in this Agreement shall be interpreted as if followed by the words "(or any part of it)", except where the context clearly requires otherwise. Every reference to any document, including this Agreement, refers to such document, as modified from time to time (excepting any modification that violates this Agreement), and includes all exhibits, schedules, addenda and riders to such document. Every reference to a law, statute, regulation, order, form or similar governmental requirement refers

to each such requirement as amended, modified, renumbered, superseded or succeeded, from time to time.

6.7 Governing Law. The procedural and substantive laws of the State shall govern the interpretation and enforcement of this Agreement, without application of conflicts or choice of laws principles or statutes. The Parties acknowledge and agree that this Agreement is entered into, is to be fully performed in and relates to real property located in the County of San Diego, State of California. All legal actions arising from this Agreement shall be filed in the Superior Court of the State in and for the County or in the United States District Court with jurisdiction in the County.

6.8 Unavoidable Delay; Extension of Time of Performance.

6.8.1 Notice. Subject to any specific provisions of this Agreement stating that they are not subject to Unavoidable Delay or otherwise limiting or restricting the effects of an Unavoidable Delay, performance by either Party under this Agreement shall not be deemed or considered to be in Default, where any such Default is due to the occurrence of an Unavoidable Delay. Any Party claiming an Unavoidable Delay shall Notify the other Party: (a) within three (3) calendar days after such Party knows of any such Unavoidable Delay; and (b) within three (3) calendar days after such Unavoidable Delay ceases to exist. To be effective, any Notice of an Unavoidable Delay must describe the Unavoidable Delay in reasonable detail. The Party claiming an extension of time to perform due to an Unavoidable Delay shall exercise commercially reasonable efforts to cure the condition causing the Unavoidable Delay, within a reasonable time. The extension of time for performance under this Agreement resulting from the occurrence of an Unavoidable Delay shall commence on the date of occurrence of the condition causing the Unavoidable Delay and shall, except for a legal action described in Section 6.12 of this Agreement, in no event be longer than ninety (90) calendar days after written Notice is received by a Party from the other Party of the occurrence of such an Unavoidable Delay.

6.8.2 Assumption of Economic Risks. EACH PARTY EXPRESSLY AGREES THAT ADVERSE CHANGES IN ECONOMIC CONDITIONS, OF EITHER PARTY SPECIFICALLY OR THE ECONOMY GENERALLY, OR CHANGES IN MARKET CONDITIONS OR DEMAND OR CHANGES IN THE ECONOMIC ASSUMPTIONS OF EITHER PARTY THAT MAY HAVE PROVIDED A BASIS FOR ENTERING INTO THIS AGREEMENT SHALL NOT OPERATE TO EXCUSE OR DELAY THE PERFORMANCE OF EACH AND EVERY ONE OF EACH PARTY'S OBLIGATIONS AND COVENANTS ARISING UNDER THIS AGREEMENT. ANYTHING IN THIS AGREEMENT TO THE CONTRARY NOTWITHSTANDING, THE PARTIES EXPRESSLY ASSUME THE RISK OF UNFORESEEABLE CHANGES IN ECONOMIC CIRCUMSTANCES OR MARKET DEMAND OR CONDITIONS AND WAIVE, TO THE GREATEST EXTENT ALLOWED BY LAW, ANY DEFENSE, CLAIM, OR CAUSE OF ACTION BASED IN WHOLE OR IN PART ON ECONOMIC NECESSITY, IMPRACTICABILITY, CHANGED ECONOMIC CIRCUMSTANCES, FRUSTRATION OF PURPOSE, OR SIMILAR THEORIES. THE PARTIES AGREE THAT ADVERSE CHANGES IN ECONOMIC CONDITIONS, EITHER OF THE PARTY SPECIFICALLY OR THE ECONOMY GENERALLY, OR CHANGES IN MARKET CONDITIONS OR

DEMANDS, SHALL NOT OPERATE TO EXCUSE OR DELAY THE STRICT OBSERVANCE OF EACH AND EVERY ONE OF THE OBLIGATIONS, COVENANTS, CONDITIONS AND REQUIREMENTS OF THIS AGREEMENT. THE PARTIES EXPRESSLY ASSUME THE RISK OF SUCH ADVERSE ECONOMIC OR MARKET CHANGES, WHETHER OR NOT FORESEEABLE AS OF THE EFFECTIVE DATE.

Initials of Authorized
Seller Representative(s)

Initials of Buyer

6.9 Tax Consequences. Buyer acknowledges and agrees that Buyer shall bear any and all responsibility, liability, costs or expenses connected in any way with any tax consequences experienced by Buyer related to this Agreement.

6.10 Real Estate Commissions.

6.10.1 **Seller Warranty.** Seller: (a) represents and warrants that Seller did not engage or deal with any broker or finder in connection with this Agreement, and no Person is entitled to any commission or finder's fee regarding this Agreement on account of any agreement or arrangement made by Seller; and (b) shall Indemnify Buyer against any breach of the representation and warranty set forth in Subsection (a) of this Section 6.10.1.

6.10.2 **Buyer Warranty.** Buyer: (a) represents and warrants that Buyer did not engage or deal with any broker or finder in connection with this Agreement, and no Person is entitled to any commission or finder's fee regarding this Agreement on account of any agreement or arrangement made by Buyer; and (b) shall Indemnify Seller against any breach of the representation and warranty set forth in Subsection (a) of this Section 6.10.2.

6.11 No Third-Party Beneficiaries. Nothing in this Agreement, express or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any Person other than the Parties and their respective permitted successors and assigns, nor is anything in this Agreement intended to relieve or discharge any obligation of any Third Person to any Party or give any Third Person any right of subrogation or action over or against any Party.

6.12 Buyer Assumption of Risks of Legal Challenges. Buyer assumes the risk of delays or damages that may result to Buyer from each and every Third Person legal action related to Seller's approval of this Agreement or any associated Approvals, even in the event that an error, omission or abuse of discretion by Seller is determined to have occurred. If a Third Person files a legal action regarding Seller's approval of this Agreement or any associated Approvals (exclusive of legal actions alleging violation of Government Code Section 1090 by officials of Seller), Buyer shall have the option to either: (a) cancel the Escrow and terminate this Agreement, in which case the Parties and the Escrow Agent shall proceed in accordance with Section 4.13 of this Agreement; or (b) Indemnify Seller against such Third Person legal action, including all Legal Costs, monetary awards, sanctions and the expenses of any and all financial or performance obligations resulting from the disposition of the legal action; provided, however, that option "(a)" under this Section 6.12 shall only be available to Buyer prior to the Close of Escrow. Should Buyer fail to Notify Seller of Buyer's election

pursuant to this Section 6.12 at least fifteen (15) calendar days before response to the legal action is required by Seller, prior to the Close of Escrow, Buyer shall be deemed to have elected to cancel the Escrow and terminate this Agreement pursuant to this Section 6.12 and, following the Close of Escrow, Buyer shall be deemed to have elected to Indemnify Seller against such Third Person legal action pursuant to this Section 6.12, all without further Notice to or action by either Party. Seller shall reasonably cooperate with Buyer in defense of Seller in any legal action subject to this Section 6.12, subject to Buyer completely performing Buyer's indemnity obligations for such legal action. Should Buyer elect or be deemed to elect to Indemnify Seller regarding a legal action subject to this Section 6.12, but fail to or stop providing such indemnification of Seller, then Seller shall have the right to terminate this Agreement or cancel the Escrow (or both) by Notice to Buyer and, if the Escrow is open, to the Escrow Agent. Nothing contained in this Section 6.12 is intended to be nor shall be deemed or construed to be an express or implied admission that Seller may be liable to Buyer or any Person for damages or other relief regarding an alleged or established failure of Seller to comply with the law. Any legal action that is subject to this Section 6.12 (including any appeal periods and the pendency of any appeals) shall constitute an Unavoidable Delay and the time periods for performance by either Party under this Agreement may be extended pursuant to the provisions of this Agreement regarding Unavoidable Delay.

6.13 Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective heirs, executors, administrators, legal representatives, successors and assigns.

6.14 Time Declared to be of the Essence. As to the performance of any obligation under this Agreement of which time is a component, the performance of such obligation within the time specified is of the essence.

6.15 Entire Agreement. This Agreement integrates all of the terms and conditions mentioned in this Agreement or incidental to this Agreement, and supersedes all prior or contemporaneous negotiations or previous agreements between the Parties, whether written or oral, with respect to all or any portion of the Property.

6.16 Waivers and Amendments. All waivers of the provisions of this Agreement must be in writing and signed by the authorized representative(s) of the Party making the waiver. All amendments to this Agreement must be in writing and signed by the authorized representative(s) of both Seller and Buyer.

6.17 No Implied Waiver. Failure to insist on any one occasion upon strict compliance with any term, covenant, condition, restriction or agreement contained in this Agreement shall not be deemed a waiver of such term, covenant, condition, restriction or agreement, nor shall any waiver or relinquishment of any rights or powers under this Agreement, at any one time or more times, be deemed a waiver or relinquishment of such right or power at any other time or times.

6.18 City Manager Implementation. Seller shall implement this Agreement through the City Manager, acting on behalf of the Seller. The City Manager or his/her designee is hereby authorized by Seller to enter into agreements and sign documents referenced in this

Agreement or reasonably required to implement this Agreement on behalf of Seller, to issue approvals, interpretations or waivers, and to enter into certain amendments to this Agreement on behalf of Seller, to the extent that any such action(s) does/do not increase the monetary obligations of Seller. All other actions shall require the consideration and approval of the Seller's governing body, unless expressly provided otherwise by action of the Seller's governing body. Nothing in this Section 6.18 shall restrict the submission to the Seller's governing body of any matter within the City Manager's authority under this Section 6.18, in the City Manager's sole and absolute discretion, to obtain the Seller's governing body's express and specific authorization on such matter. The specific intent of this Section 6.18 is to authorize certain actions on behalf of Seller by the City Manager, but not to require that such actions be taken by the City Manager including, without limitation, any extension(s) granted pursuant to Section 4.9 of this Agreement, without consideration by Seller's governing body.

6.19 Survival of Agreement. All of the provisions of this Agreement shall be applicable to any dispute between the Parties arising from this Agreement, whether prior to or following expiration or termination of this Agreement, until any such dispute is finally and completely resolved between the Parties, either by written settlement, entry of a non-appealable judgment or expiration of all applicable statutory limitations periods and all terms and conditions of this Agreement relating to dispute resolution, indemnity or limitations on damages or remedies shall survive any expiration or termination of this Agreement.

6.20 Counterparts. This Agreement shall be signed in three (3) triplicate originals, each of which is deemed to be an original.

6.21 Facsimile or Electronic Signatures. Signatures delivered by facsimile or electronic mail shall be binding as originals upon the Party so signing and delivering; provided, however, that original signature(s) of each Party shall be required for each document to be recorded.

[Signatures on following page]

**SIGNATURE PAGE
TO
REAL PROPERTY PURCHASE AND SALE AGREEMENT AND JOINT ESCROW
INSTRUCTIONS**

IN WITNESS WHEREOF, the Parties have signed and entered into this Agreement by and through the signatures of their respective authorized representative(s) as follows:

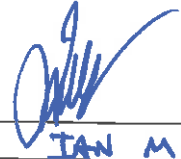
"SELLER"

CITY OF NATIONAL CITY, a California
municipal corporation

By: _____
Name: _____
Title: City Manager

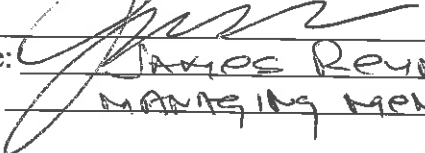
"BUYER"

PALM PLAZA ASSOCIATES, LLC, a
California limited liability company
**see notes below*

By: 
Name: IAN M. GILL
Title: MANAGING MEMBER

ATTEST:

By: _____
Name: _____
Title: City Clerk

By: 
Name: JAMES REYNOLDS
Title: MANAGING MEMBER

APPROVED AS TO FORM:

By: _____
Name: Claudia Gacitua Silva
Title: City Attorney

***Notes:** This document must be executed by the Corporation's Chief Executive Officer, President or Vice-President, on the one hand, and the Corporations' Chief Financial Officer, Treasurer, Assistant Treasurer or Secretary on the other hand.

KANE, BALLMER & BERKMAN

By: _____
Name: _____
Title: Special Counsel

EXHIBIT "A"
TO
REAL PROPERTY PURCHASE AND SALE AGREEMENT AND JOINT
ESCROW INSTRUCTIONS

Property Legal Description

The land referred to herein is situated in the State of California, County of San Diego and described as follows:

Parcel 1 of Parcel Map No. 13257 in the City of National City, filed in the Office of the County Recorder of San Diego County, May 8, 1894 as File No. 84-170925 of Official Records.

APN: 557-410-20

EXHIBIT A

EXHIBIT "B"
TO
REAL PROPERTY PURCHASE AND SALE AGREEMENT AND JOINT
ESCROW INSTRUCTIONS

Grant Deed

[behind this page]

The following page(s) contain the backup material for Agenda Item: Resolution of the City Council of the City of National City awarding and authorizing Mayor to execute tow provider contracts to the top two ranked providers: Road One Towing and Angelo's Towing. Contract term: October 1, 2016 – September 30, 2018. (Poli

**CITY OF NATIONAL CITY, CALIFORNIA
COUNCIL AGENDA STATEMENT**

MEETING DATE: August 16, 2016

AGENDA ITEM NO. |

ITEM TITLE:

Resolution of the City Council of the City of National City awarding and authorizing Mayor to execute tow provider contracts to the top two ranked providers: Road One Towing and Angelo's Towing. Contract term: October 1, 2016 – September 30, 2018.

PREPARED BY: Police/City Attorney/City Manager

DEPARTMENT: PD/CA/CMGR

PHONE: 336-4240

APPROVED BY: _____

EXPLANATION:

See Attached

FINANCIAL STATEMENT:

APPROVED: _____ **Finance**

ACCOUNT NO.

APPROVED: _____ **MIS**

ENVIRONMENTAL REVIEW:

This is not a project and, therefore, not subject to environmental review.

ORDINANCE: INTRODUCTION: ☐ FINAL ADOPTION: ☐

STAFF RECOMMENDATION:

Staff recommends awarding and entering into tow contracts with Road One Towing and Angelo's Towing, on the terms and conditions set forth in the contracts, attached.

BOARD / COMMISSION RECOMMENDATION:

N/A

ATTACHMENTS:

- | | |
|---|---------------|
| 1. Staff Report | 5. Resolution |
| 2. Site Visit Staff Report, Site Visit Forms & Photos | |
| 3. Contracts: Road One Towing & Angelo's Towing | |
| 4. Towing Contract Price Comparisons | |

TOWING CONTRACT
PRICE COMPARISONS

	<u>FINAL**</u>	<u>Road 1</u>	<u>Cortes</u>	<u>Angelos</u>	<u>Quality</u>	<u>ASAP</u>	<u>TONY'S</u>	<u>RESCUE</u>
FEE SCHEDULE								
BASIC TOWING. Includes First Hour Hookup, Labor, Standby Time, for vehicles Under 9,500 GVW (unloaded).	\$180	\$180	\$180	\$175	\$165	\$175	\$145	\$185
MEDIUM SIZE - BASIC TOWING. Includes first hour hookup, labor, standby time, for vehicles over 9,500 GVW but less than 22,000 (unloaded)	\$205	\$205	\$205	\$205	\$185	\$200	\$175	\$210
LARGE SIZE - BASIC TOWING. includes first hour hookup, labor, standby time, for vehicles over 22,000 GVW (unloaded)	\$225	\$225	\$250	\$225	\$225	\$225	\$195	\$240
ON-SCENE or Stand-by labor = each 15-minute increment, beyond first hour. Is charged only when extra ordinary labor must be expended to recover a vehicle. Stand-by is charged when the job cannot be started and must be explained on the tow bill.	\$40	\$40	\$45 every 15 min	\$40 1/4 hr	\$40 per 15 min after 1st hour	\$65	\$45	\$55 per hour
DOLLIES. Will only be used when there is not a less expensive, safe manner of handling the situation.	\$55	\$55	\$0	\$55	\$55	\$35	n/c	\$40
DRY RUN. May also be known as a "hook-up – drop fee" and is charged when the vehicle is hooked up and the owner returns before the vehicle is in transit.	\$50	\$50	\$90	none	\$70	\$50	n/c	\$50
PER MILE TOWING. Applies only to vehicles recovered outside the jurisdiction of the city of National City	\$5	\$5	\$5	\$5.50	\$5.50	\$4.00	n/c	\$0
MAXIMUM STORAGE - PER DAY. Per day is defined as a 24-hour period.	\$45	\$45	\$45	\$45	\$40	\$45	\$40	\$40
STORAGE PER HOUR. The maximum daily hourly storage rate, not to exceed the maximum storage-per day rate.	\$15	\$15	\$3.75	\$10	\$15.00	\$10	\$10/hr first 4 hours	Class A \$40 Class B \$50
AFTER HOURS VEHICLE RELEASE. After 5PM and before 8AM including weekends and all City-observed holidays.	\$65	\$65	\$80	\$65	\$65	\$75	\$70	\$92.50
NOTIFICATION OF LIEN SALE. Vehicle valued at less than \$4,000, (22851.12 CVC).	\$70	\$70	\$70	\$70	\$70	\$70	\$70	\$70
NOTIFICATION OF LIEN SALE. Vehicle valued at over \$4,000. (22851.12 CVC).	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$70
POLICE EQUIPMENT TOWING. Inside jurisdictional limits of National City	N/C	n/c	n/c	n/c	n/c	n/c	n/c	n/c
CITY EQUIPMENT TOWING. Includes all City vehicles. Also includes police vehicles towed from outside jurisdictional limits of National City	25% Basic Tow Fee	25% Basic Tow fee	25% Basic Tow fee	25% Basic Tow fee	25% Basic Tow fee	25% Basic Tow fee	25% Basic Tow fee	25% Basic Tow fee
TOWING OF VICTIMS' VEHICLES	\$40	\$75	negotiable	n/c	\$165	\$50	\$145	\$185
NEGLIGENT VEHICLE IMPOUND RELEASE FEE					\$124			
SERIOUS TRAFFIC OFFENDER PROGRAM FEE					\$150			
FOR CITY VEHICLES ONLY:								
Oversize								
Mileage per mile after 5 miles								
Storage per day								
Admin Fee 1 hr								
Admin Fee 1/4 hr								
**FINAL: Final negotiated rates to which both recommended vendors agreed. Contracts with both vendors will charge the same rates								

The following page(s) contain the backup material for Agenda Item: Temporary Use Permit – Pumpkin Station hosted by Pinery Christmas Trees, Inc. at Westfield Plaza Bonita Mall from September 23, 2016 thru October 31, 2016 with no waiver of fees. (Neighborhood Services)

**CITY OF NATIONAL CITY, CALIFORNIA
COUNCIL AGENDA STATEMENT**

MEETING DATE: August 16, 2016

AGENDA ITEM NO. |

ITEM TITLE:

Temporary Use Permit – Pumpkin Station hosted by Pinery Christmas Trees, Inc. at Westfield Plaza Bonita Mall from September 23, 2016 thru October 31, 2016 with no waiver of fees.]

PREPARED BY: Dionisia Trejo]

DEPARTMENT: Neighborhood Services Department

PHONE: (619) 336-4255]

APPROVED BY: 

EXPLANATION:

This is a request from Pinery Christmas Trees to host the annual Pumpkin Station at Plaza Bonita Mall from September 23, 2016 thru October 31, 2016. Daily hours will be from 9 a.m. to 9 p.m. Pumpkin Station will be located on the eastside parking lot #7 of the mall adjacent to Ring Road.

This event is a pumpkin patch and a children's carnival combined catering to children between the ages of 2-9. Event will include a kid's play center and several rides, an inflatable pumpkin jump and a petting zoo. Plaza Bonita Mall security will be used during event hours.

This is the 13th year for the Pumpkin Station at Plaza Bonita Mall.

FINANCIAL STATEMENT:

APPROVED: _____ Finance

ACCOUNT NO. |

APPROVED: _____ MIS

The City has incurred \$237.00 for processing the TUP, plus \$1,100.00 for Fire permits fees

Total fees are \$1,337.00 |

ENVIRONMENTAL REVIEW:

N/A]

ORDINANCE: INTRODUCTION: ☐

FINAL ADOPTION: ☐

STAFF RECOMMENDATION:

Approve the application for a Temporary Use Permit subject to compliance with all conditions of approval with no waiver of fees. |

BOARD / COMMISSION RECOMMENDATION:

ATTACHMENTS:

Application for a Temporary Use Permit with recommended approvals and conditions of approval. |



City of National City ■ Neighborhood Services Department
1243 National City Boulevard ■ National City, CA 91950
(619) 338-4364 ■ fax (619) 338-4217
www.nationalcityca.gov

Special Event Application

Type of Event

- ☐ Fair/Festival ☐ Parade/March ☐ Walk or Run ☐ Concert/Performance
☒ TUP ☐ Sporting Event ☐ Other (specify) _____

Event Name & Location

Event Title Pumpkin Station

Event Location (list all sites being requested) Westfield Plaza Bonita

Event Times

Set-Up Starts
Date 9/9/16 Time 8:00am Day of Week Friday

Event Starts
Date 9/23/16 Time 9:00am Day of Week Friday

Event Ends
Date 10/21/16 Time 9:00 pm Day of Week Monday

Breakdown Ends
Date 11/5/16 Time 5:00 pm Day of Week Saturday



Applicant Information

Applicant (Your name) Norm Osborne Sponsoring Organization Pinery Christmas Trees, Inc

Event Coordinator (if different from applicant) Michael Osborne

Mailing Address 10665 Brookview Lane, San Diego, CA. 92131

Day Phone 858-566-7466 After Hours Phone same Cell 858-688-1701 Fax 858-536-9876

Public Information Phone 858-566-7466 E-mail nosbom1@san.rr.com

Applicant agrees to investigate, defend, indemnify and hold harmless the City, its officers, employees and agents from and against any and all loss, damage, liability, claims, demands, detriments, costs, charges, expense (including attorney's fees) and causes of action of any character which the City, its officers, employees and agents may incur, sustain or be subjected to on account of loss or damage to property or the loss of use thereof and for bodily injury to or death of any persons (including but not limited to the employees, subcontractors, agents and invitees of each party hereto) arising out of or in any way connected to the occupancy, enjoyment and use of any City premises under this agreement to the extent permitted by law.

The undersigned also understands and accepts the City's refund policy for application processing and facility use and that fees and charges are adjusted annually and are subject to change.

Signature of Applicant [Signature] Date 7-18-16

Special Event Application (continued)

Please complete the following sections with as much detail as possible since fees and requirements are based on the information you provide us.

Description of Event

☐ First time event ☒ Returning Event ☐ Include site map with application

Note that this description may be published in our City Public Special Events Calendar.

Pumpkin Station is a pumpkin patch and a children's carnival combined.

We cater to children age 2 - 9 years old. We offer numerous rides including a train ride, swing ride, car ride, skyfighter ride, inflatable slides and jumps, play center and a petting zoo.

We also offer Group Packages to local schools, day care centers and other children groups.

This is our 18th year of experience and our 13th at Plaza Bonita in National City.

Estimated Attendance

Anticipated # of Participants: _____ Anticipated # of Spectators: _____

Traffic Control, Security, First Aid and Accessibility

Requesting to close street(s) to vehicular traffic? Yes ☐ No ☒

List any streets requiring closure as a result of the event (provide map): _____

Date and time of street closure: _____ Date and time of street reopening: _____

☐ Other (explain) _____

Requesting to post "no parking" notices? Yes ☐ No ☐

☐ Requested "No Parking" on city streets and/or parking lots (list streets/parking lots) (provide map): _____

☐ Other (explain) _____

Security and Crowd Control

Depending on the number of participants, your event may require Police services.

Please describe your procedures for both Crowd Control and Internal Security: We use Westfield Mall security as needed.

Have you hired Professional Security to handle security arrangements for this event?

Yes ☐ No ☒ If YES, name and address of Security Organization _____

Security Director (Name): _____ Phone: _____

If using the services of a professional security firm AND the event will occur on City property, please provide a copy of its insurance certificate, evidencing liability with limits of at least \$1 Million dollars per occurrence/\$2 Million dollars aggregate, as well as and additional insured endorsement naming the City of National City, its officers, employees, and agents as additional insureds. Evidence of insurance must be provided by the vendor or its insurer to the City's Risk Manager for review and approval prior to the event.

Is this a night event? Yes ☒ No ☐ If YES, please state how the event and surrounding area will be illuminated to ensure safety of the participants and spectators: _____

We use halogens, string lights and light towers.

First Aid

Depending on the number of participants, your event may require specific First Aid services.

First aid station to be staffed by event staff? Yes ☐ No ☒ First aid/CPR certified? Yes ☐ No ☐

☐ First aid station to be staffed by professional company. ► Company _____

Accessibility

Please describe your Accessibility Plan for access at your event by individuals with disabilities:

We have 5 Handicap Parking Spaces reserved at the entrance to the facility.

Elements of your Event

Setting up a stage? Yes ☐ No ☒

☐ Requesting City's PA system

☐ Requesting City Stage; if yes, which size? ☐ Dimensions (13x28) ☐ Dimensions (20x28)

☐ Applicant providing own stage ▶ _____ (Dimensions)

Setting up tables and chairs?

☐ Furnished by Applicant or Contractor

_____ # of tables ☒ No tables being set up

_____ # of chairs ☒ No chairs being set up

☐ (For City Use Only) Sponsored Events – Does not apply to co-sponsored events

_____ # of tables ☐ No tables being set up

_____ # of chairs ☐ No chairs being set up

Contractor Name _____

Contractor Contact Information _____
Address City/State Phone Number

Setting up other equipment?

☐ Sporting Equipment (explain) _____

☐ Other (explain) _____

☐ Not setting up any equipment listed above at event

Having amplified sound and/or music? Yes ☐ No ☒

☐ PA System for announcements ☐ CD player or DJ music

☐ Live Music ▶ ☐ Small 4-5 piece live band ▶ ☐ Large 6+ piece live band

☐ Other (explain) _____

If using live music or a DJ. ▶ Contractor Name _____

▶ _____
Address City/State Phone Number

Using lighting equipment at your event? Yes ☒ No ☐

☒ Bringing in own lighting equipment

☐ Using professional lighting company ▶ Company Name _____

Address City/State Phone Number

Using electrical power? Yes ☒ No ☐

☒ Using on-site electricity ☒ For sound and/or lighting ☐ For food and/or refrigeration

☐ Bringing in generator(s) ☐ For sound and/or lighting ☐ For food and/or refrigeration

Vendor Information

PLEASE NOTE: You may be required to apply for a temporary health permit if food or beverages are sold or given away during your special event. Also see 'Permits and Compliance' on page 8 in the Special Event Guide. For additional information on obtaining a temporary health permit, please contact the County of San Diego Environmental Health at (619) 336-2363.

Having food and non-alcoholic beverages at your event? Yes ☐ No ☒

☐ Vendors preparing food on-site ► # _____ ► Business License # _____

If yes, please describe how food will be served and/or prepared: _____

☐ Vendors bringing pre-packaged food ► # _____ ► Business License # _____

☐ Vendors bringing bottled, non-alcoholic beverages (i.e., bottled water, can soda, etc.) ► # _____

☐ Vendors selling food # _____ ► Business License #(s) _____

☐ Vendors selling merchandise # _____ ► Business License #(s) _____

☐ Food/beverages to be handled by organization; no outside vendors

☐ Vendors selling services # _____ ► Business License #(s) _____

► Explain services _____

☐ Vendors passing out information only (no business license needed) # _____

► Explain type(s) of information _____

☒ No selling or informational vendors at event

Having children activities? Yes ☒ No ☐

PLEASE NOTE: In the event inflatable jumps are provided at the event, The City of National City requires commercial liability insurance with limits of at least \$1 Million dollars per occurrence/\$2 Million dollars aggregate. In addition, the City of National City must be named as an Additional Insured pursuant to a separate endorsement, which shall be provided by the vendor or its insurer to the City's Risk Manager, along with the Certificate of Insurance, for approval prior to the event. The application should be filed out at least one week prior to the event. There is a \$25 fee to process the permit application. For questions or to obtain a copy of the "Facility Use Application", please contact the Engineering/Public Works Department at (619) 336-4680.

☒ Inflatable bouncer house # _____ ☐ Rock climbing wall Height _____

☐ Inflatable bouncer slide # _____ ☐ Arts & crafts (i.e., craft making, face painting, etc.)

☐ Other _____

Having fireworks or aerial display? Yes ☐ No ☒

☐ Vendor name and license # _____

Dimensions _____ Duration _____

Number of shells _____ Max. size _____

PLEASE NOTE: In the event fireworks or another aerial display is planned for your event, The City of National City requires commercial liability insurance with limits of at least \$2 Million dollars per occurrence/ \$4 Million dollars aggregate. In addition, the City of National City must be named as an Additional Insured pursuant to a separate endorsement, which shall be provided by the vendor or its insurer to the City's Risk Manager, along with the Certificate of Insurance, for approval prior to the event. Depending on the size and/or nature of the fireworks display, the City reserves the right to request higher liability limits. The vendor must also obtain a fireworks permit from the National City Fire Department and the cost is \$502.00

Arranging for media coverage? Yes ☐ No ☒

☐ Yes, but media will not require special set-up

☐ Yes, media will require special set-up. Describe _____

Event Signage

PLEASE NOTE: For City sponsored or co-sponsored events, banners publicizing the event may be placed on the existing poles on the 1800 block and 3100 block of National City Boulevard. The banners must be made to the City's specifications. Please refer to the City's Special Event Guidebook and Fee Schedule for additional information.

Are you planning to have signage at your event? Yes ☒ No ☐

☒ Yes, we will post signage # 1 Dimensions 4 X 8'

☐ Yes, having inflatable signage # _____ ▶ (complete Inflatable Signage Request form)

☐ Yes, we will have banners # _____

☐ What will signs/banners say? _____

☐ How will signs/banners be anchored or mounted? _____

Waste Management

PLEASE NOTE: One toilet for every 250 people is required, unless the applicant can show that there are sufficient facilities in the immediate area available to the public during the event.

Are you planning to provide portable restrooms at the event? Yes ☒ No ☐

If yes, please identify the following:

▶ Total number of portable toilets: 4

▶ Total number of ADA accessible portable toilets: 1

☒ Contracting with portable toilet vendor. ▶ **Essential Services 877-377-4624**

▶ Load-in Day & Time Daily Company _____ Phone _____

▶ Load-out Day & Time _____

☐ Portable toilets to be serviced. ▶ Time Daily

Set-up, Breakdown, Clean-up

Setting up the day before the event?

☐ Yes, will set up the day before the event. ▶ # of set-up day(s) _____

☐ No, set-up will occur on the event day

Requesting vehicle access onto the turf?

☐ Yes, requesting access onto turf for set-up and breakdown (complete attached Vehicle Access Request form)

☐ No, vehicles will load/unload from nearby street or parking lot.

NPDES Litter Fence

☐ City to install litter fence

☐ Applicant to install litter fence

☐ N/A

Breaking down set-up the day after the event?

☐ Yes, breakdown will be the day after the event. ▶ # of breakdown day(s) _____

☐ No, breakdown will occur on the event day.

How are you handling clean-up?

☐ Using City crews

☐ Using volunteer clean-up crew during and after event.

☐ Using professional cleaning company during and after event.

Miscellaneous

Please list anything important about your event not already asked on this application:

**Please make a copy of this application for your records.
We do not provide copies.**



Special Events

Pre-Event Storm Water Compliance Checklist

I. Special Event Information

Name of Special Event:	<u>Pumpkin Station</u>		
Event Address:	<u>3030 Plaza Bonita Road</u>	Expected # of Attendees:	<u></u>
Event Host/Coordinator:	<u>Michael Osborne</u>	Phone Number:	<u>858-688-1701</u>

II. Storm Water Best Management Practices (BMPs) Review

	YES	NO	N/A
Will enough trash cans provided for the event? Provide number of trash bins: <u>8</u>	/		
Will enough recycling bins provided for the event? Provide number of recycle bins: <u>2</u>	✓		
Will all portable toilets have secondary containment trays? (exceptions for ADA compliant portable toilets)	/		
Do all storm drains have screens to temporarily protect trash and debris from entering?			/
Are spill cleanup kits readily available at designated spots?	✓		

* A Post-Event Storm Water Compliance Checklist will be completed by City Staff.

City of National City

PUBLIC PROPERTY USE HOLD HARMLESS AND INDEMNIFICATION AGREEMENT

Persons requesting use of City property, facilities or personnel are required to provide a minimum of \$1,000,000 combined single limit insurance for bodily injury and property damage which includes the City, its officials, agents and employees named as additional insured and to sign the Hold Harmless Agreement. Certificate of Insurance must be attached to this permit. The insurance company issuing the insurance policy must have a A.M. Best's Guide Rating of A:VII and that the insurance company is a California admitted company; if not, then the insurance policy to the issuance of the permit for the event. The Certificate Holder must reflect:

City of National City
Risk Management Department
1243 National City Boulevard
National City, CA 91950

Organization: Pinery Christmas Trees, Inc. dba Pumpkin Station

Person in Charge of Activity: Michael Osborne

Address: 10665 Brookview Lane, San Diego 92131

Telephone: _____ Date(s) of Use: _____

HOLD HARMLESS AGREEMENT

As a condition of the issuance of a temporary use permit to conduct its activities on public or private property, the undersigned hereby agree(s) to defend, indemnify and hold harmless the City of National City and the Parking Authority and its officers, employees and agents from and against any and all claims, demands, costs, losses, liability or, for any personal injury, death or property damage, or both, or any litigation and other liability, including attorneys fees and the costs of litigation, arising out of or related to the use of public property or the activity taken under the permit by the permittee or its agents, employees or contractors.

Signature of Applicant: 

Official Title: Controller Date: 7-18-16

For Office Use Only

Certificate of Insurance Approved _____ Date _____



CERTIFICATE OF LIABILITY INSURANCE

PINECHR-02

TSALAZAR

DATE (MM/DD/YYYY)

3/17/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER License # 0757776
HUB International Insurance Services Inc.
5405 Morehouse Drive
San Diego, CA 92121

CONTACT NAME: Terry Salazar
PHONE (A/C, No, Ext): (866) 833-8614 FAX (A/C, No): (619) 568-3339
E-MAIL ADDRESS: terry.salazar@hubinternational.com

INSURED
Pinery Christmas Trees Inc.
DBA: Pumpkin Station
P.O. Box 26070
San Diego, CA 92196

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Burlington Insurance Company	23620
INSURER B: Redwood Fire and Casualty Insurance Company	11673
INSURER C: National Union Fire Insurance Company of Pittsburgh, PA	19445
INSURER D: State Compensation Insurance Fund of California	35076
INSURER E:	
INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> BI/PP Ded: \$5,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X		930BW35002	03/19/2016	03/19/2017	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 100,000 PERSONAL & ADV INJURY \$ 2,500 GENERAL AGGREGATE \$ 1,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			01TRM00591103	03/19/2016	03/19/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			EBU026141107	03/19/2016	03/19/2017	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	N/A	913727815	07/19/2015	07/19/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate Holder is named as Additional Insured to the General Liability per written contract, agreement or permit per policy form #GSG-G-010 08-09.

CERTIFICATE HOLDER

CANCELLATION

City of National City
1243 National City Blvd
National City, CA 91950

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2014 ACORD CORPORATION. All rights reserved.



Westfield Plaza Bonita
3030 Plaza Bonita Road
Suite 2075
San Diego, CA 91960
T (619) 267-2850
F (619) 472-5862

July 7, 2016

City of National City
Attention: Vianey Rivera
Neighborhood Services Division
1243 National City Boulevard
National City, California 91950-4301

Re: Temporary Use Permit
Pumpkin Station – Westfield Plaza Bonita

Dear Ms. Rivera:

I hereby authorize Norm Osborne, acting as representative of Pinery Christmas Trees, Inc., to operate a business known as Pumpkin Station in parking lot #7 at Westfield Plaza Bonita during the dates of September 2, 2016 – November 6, 2016.

Norm Osborne has permission to install temporary power to poles in parking lot #7 to provide power during the temporary use time if adequate power is not already in place.

Norm Osborne will obtain all necessary permits from National City for occupancy at Westfield Plaza Bonita.

Please feel free to call me if you have any questions at 619.267.2850.

Sincerely,



Michael Bosco, CSM
General Manager
Westfield Plaza Bonita

Cc: retailers file



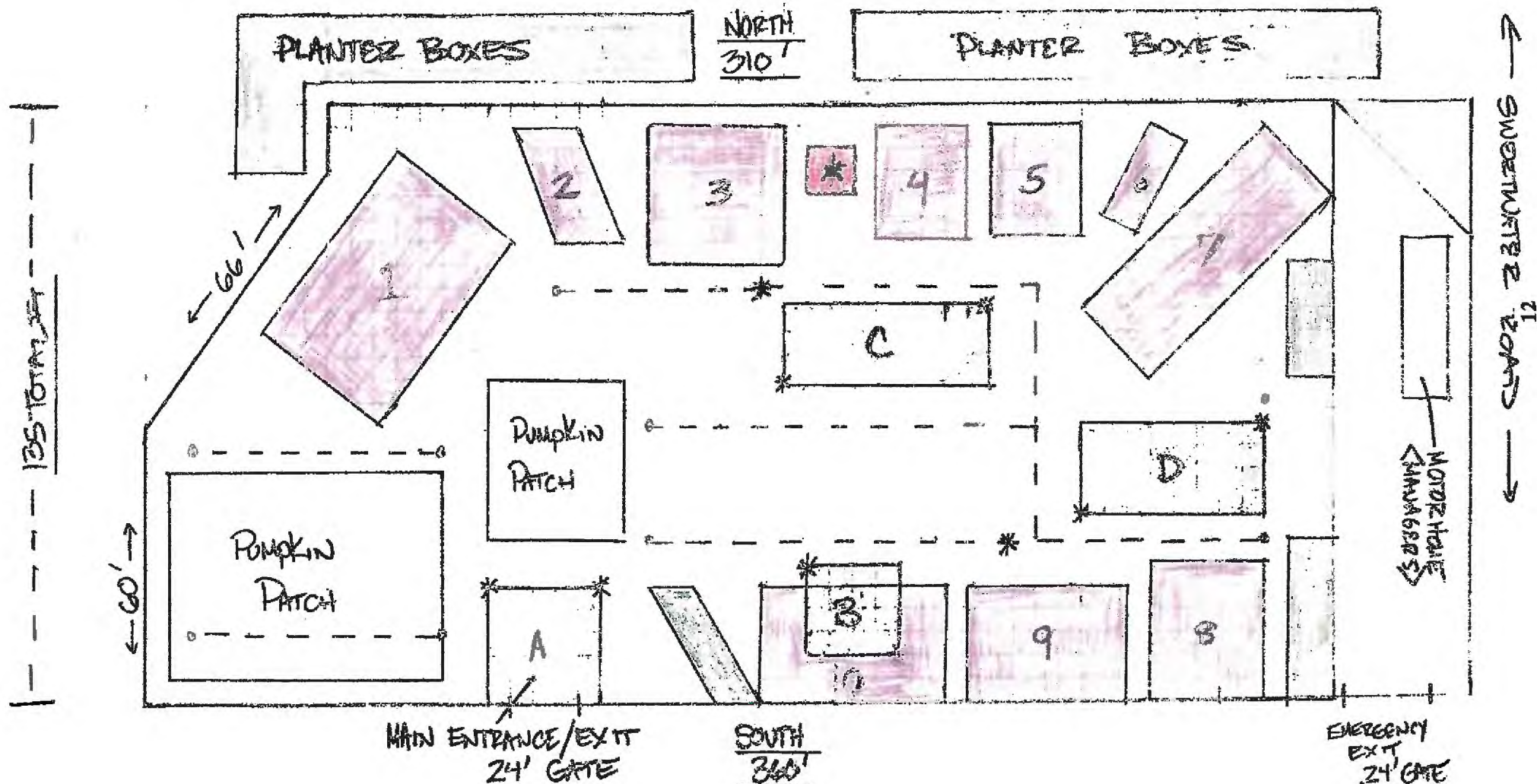
2016 PLAZA BOVITA PUMPKIN STATION PLOT PLAN/CANOPY PLAN

PAGE 1

SCALE = 6' = 1 BOX
< APPROX >

CITY OF NATIONAL CITY

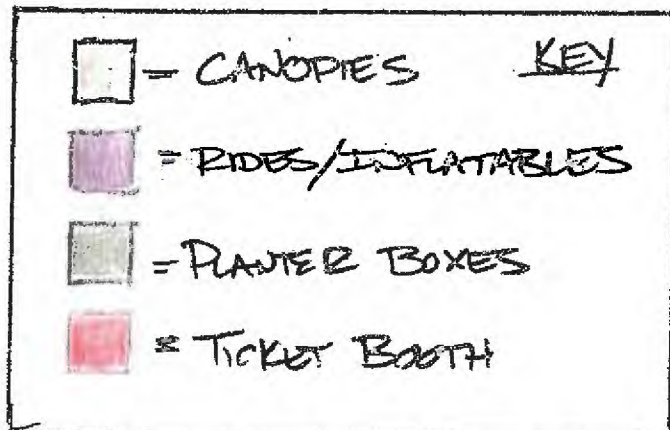
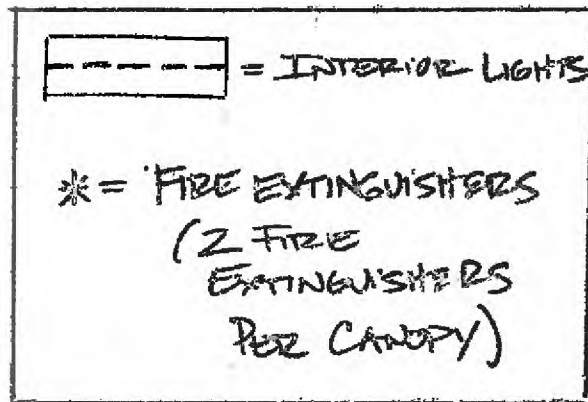
← RING ROAD →



2016 PLAZA BONITA PUMPKIN STATION Plot Plan &

CANOPY PLAN

CITY OF NATIONAL CITY - 2016



* TENTS/CANOPIES

- A = 30x30 ENTRANCE TENT
- B = 20x20 TRAIN TENT
- C = 20x40 GAME ZONE TENT
- D = 20x40 PETTING ZOO TENT

* KIDDIE RIDES & INFLATABLES

- 1 = GIANT SLIDE #1
- 2 = FERRIS WHEEL
- 3 = SKYFIGHTER
- 4 = SWING RIDE
- 5 = TRAIN JUMPER
- 6 = MINI SLIDE JUMPER
- 7 = GIANT SLIDE #2
- 8 = CAR RIDE
- 9 = PLAY CENTER JUMPER
- 10 = TRAIN RIDE



**CITY OF NATIONAL CITY
NEIGHBORHOOD SERVICES DEPARTMENT
APPLICATION FOR A TEMPORARY USE PERMIT
RECOMMENDED APPROVALS AND CONDITIONS OF APPROVAL**

SPONSORING ORGANIZATION: Pinery Christmas Trees, Inc.

EVENT: Pumpkin Station

DATE OF EVENT: September 23, 2016 thru October 31, 2016

APPROVALS:

COMMUNITY SERVICES	YES []	NO [x]	SEE CONDITIONS []
RISK MANAGER	YES [x]	NO []	SEE CONDITIONS [x]
DEVELOPMENT SERVICES	YES [x]	NO []	SEE CONDITIONS [x]
PUBLIC WORKS	YES []	NO [x]	SEE CONDITIONS []
FINANCE	YES [x]	NO []	SEE CONDITIONS [x]
FIRE	YES [x]	NO []	SEE CONDITIONS [x]
POLICE	YES [x]	NO []	SEE CONDITIONS [x]
CITY ATTORNEY	YES [x]	NO []	SEE CONDITIONS [x]

CONDITIONS OF APPROVAL:

DEVELOPMENT SERVICES

Engineering

Applicant shall fill out the Pre-Event Storm Water Compliance Checklist prior to date of event and submit the completed form.

The Parks Division will fill out the post event form, and not the applicant.

FINANCE

Pumpkin Station has a current business license. No other stipulations for this event.

POLICE (619) 336-4400

Stated Plaza Bonita Mall security is sufficient. Depending on calls for service, the Police Department will provide "extra patrol" as is possible.

CITY ATTORNEY

Requires an indemnification and hold harmless agreement, and a policy of general liability insurance, with the City and its officials, employees, agents and volunteers as additional insureds, with amounts of coverage to be determined by the Risk Manager.

RISK MANAGER

- Provide a valid copy of the Certificate of Insurance wherein the City of National City, its officials, agents and employees are named as an additional insured by way of an endorsement.
- The insurance policy must have incorporated into it a hold harmless and indemnification agreement.
- The insurance policy must have a combined single limit of no less than \$1,000,000.00 (ONE MILLION DOLLARS) for each occurrence and \$2,000,000.00 (TWO MILLION DOLLARS) in aggregate that would cover the date and location of the event.
- The insurance company issuing the insurance policy must have a A.M. Best's Guide Rating of A:VII and that the insurance company is a California admitted company; if not then insurance policy must be submitted to the Risk Management Department for review and approval prior to the issuance of the Temporary Use Permit.
- The Certificate Holder must reflect:
City of National City
c/o Risk Manager
1243 National City Boulevard
National City, CA. 91950-4397
- Name, address and contact information for the broker providing this insurance policy must be on the face of the Certificate of Insurance.

FIRE (619) 336-4550

INSPECTION REQUIRED

**\$500.00 FEE FOR CARNIVALS, \$400.00 FEE FOR CANOPIES
PLUS AN ADDITIONAL \$200.00 INSPECTION FEE FOR INSPECTIONS
OCCURRING AFTER HOURS OR ON WEEKENDS OR HOLIDAYS**

Stipulations required by the Fire Department for this event are as follows:

- 1) Access to the area to be maintained at all times.
- 2) Fire Department access into and through the booth areas are to be maintained at all times. Fire apparatus access roads shall have an unobstructed width of not less than 20 feet and an unobstructed vertical clearance of not less than 13 feet 6 inches.
- 3) Participants on foot are to move immediately to the sidewalk upon approach of emergency vehicle(s).
- 4) Vehicles in roadway are to move immediately to the right upon approach of emergency vehicle(s).
- 5) Fire hydrants and fire department connections shall not be blocked or obstructed at any time.

- 6) Exit to be maintained in an obstructed manner at all times. Exit way to be clear of all obstructions.
- 7) Exits to be posted - **EXIT**.
- 8) No open flames or smoking inside or adjacent to the tent/canopy. Signs to be posted - **NO SMOKING**.
- 9) Extinguishers to be mounted in a visible location between 3½' to 5' from the floor to the top of the extinguisher. Maximum travel distance from an extinguisher shall not be more than 75 feet travel distance. **All fire extinguishers to have a current State Fire Marshal Tag attached. Extinguishers shall be mounted in conspicuous area inside tent or canopy. Please see attached example.**
- 12) Automobiles and other internal combustion engines shall be a minimum distance of twenty feet (20) from all tents and canopies.
- 13) Any electrical power used is to be properly grounded and approved by the Building Official. Extension cords shall be used as "temporary Wiring" only.
- 14) Internal combustion power sources that may be used for "Light Towers" shall be of adequate capacity to permit uninterrupted operation during normal operating hours
- 15) Internal combustion power sources shall be isolated from contact with the public by either physical guards, fencing or an enclosure
- 16) If tents or canopies are used, tents having an area in excess of 200square feet and or canopies in excess of 400 square feet or multiple tents and or canopies placed together equaling or greater than the above stated areas, are to be used, they shall be flame-retardant treated with an approved State Fire Marshal seal attached. **A ten feet separation distance must be maintained between tents and canopies.** A permit from the Fire Department must be obtained. ***Cooking shall not be permitted under tents or canopies unless the tents or canopies meet "State Fire Marshal approval for cooking.*** Certificate of State Fire Marshal flame spread shall be provided to the National City Fire Department if applicable.

Canopies:

0 – 400 sf -	\$0
401 – 500 sf -	\$250.00
501 – 600 sf -	\$300.00
601 – 700 sf -	\$400.00

Tents:

0 –200 sf -	\$200.00
201 – (+) sf -	\$400.00

- 17) **Bales of Straw and Corn Stalks shall meet the requirements for "Flame Propagation and Flame Spread". Proof of product used shall be furnished to the National City Fire Department prior to opening day. An inspection and test on materials used will be required prior to opening day**
- 18) A fire safety inspection is to be conducted by the Fire Department prior to operations of the carnival to include all rides, cooking areas, game booths, etc.
- 18) Fees can only be waived by City Council.
- 19) First Aid will be provided by organization

Note: Organizer shall contact the National City Fire Department for cost associated with this event

The following page(s) contain the backup material for Agenda Item: City Council direction regarding parking options for El Toyon Park parking lot. (Engineering/Public Works)

**CITY OF NATIONAL CITY, CALIFORNIA
COUNCIL AGENDA STATEMENT**

MEETING DATE: August 16, 2016

AGENDA ITEM NO.

ITEM TITLE:

City Council direction regarding parking options for El Toyon Park parking lot

PREPARED BY: Stephen Manganiello

PHONE: 619-336-4382

DEPARTMENT: Engineering/Public Works

APPROVED BY:

EXPLANATION:

See attached presentation.



FINANCIAL STATEMENT:

ACCOUNT NO.

N/A

APPROVED: _____ Finance

APPROVED: _____ MIS

ENVIRONMENTAL REVIEW:

N/A

ORDINANCE: INTRODUCTION: ☐ FINAL ADOPTION: ☐

STAFF RECOMMENDATION:

Provide direction to staff regarding parking options for El Toyon Park parking lot

BOARD / COMMISSION RECOMMENDATION:

N/A

ATTACHMENTS:

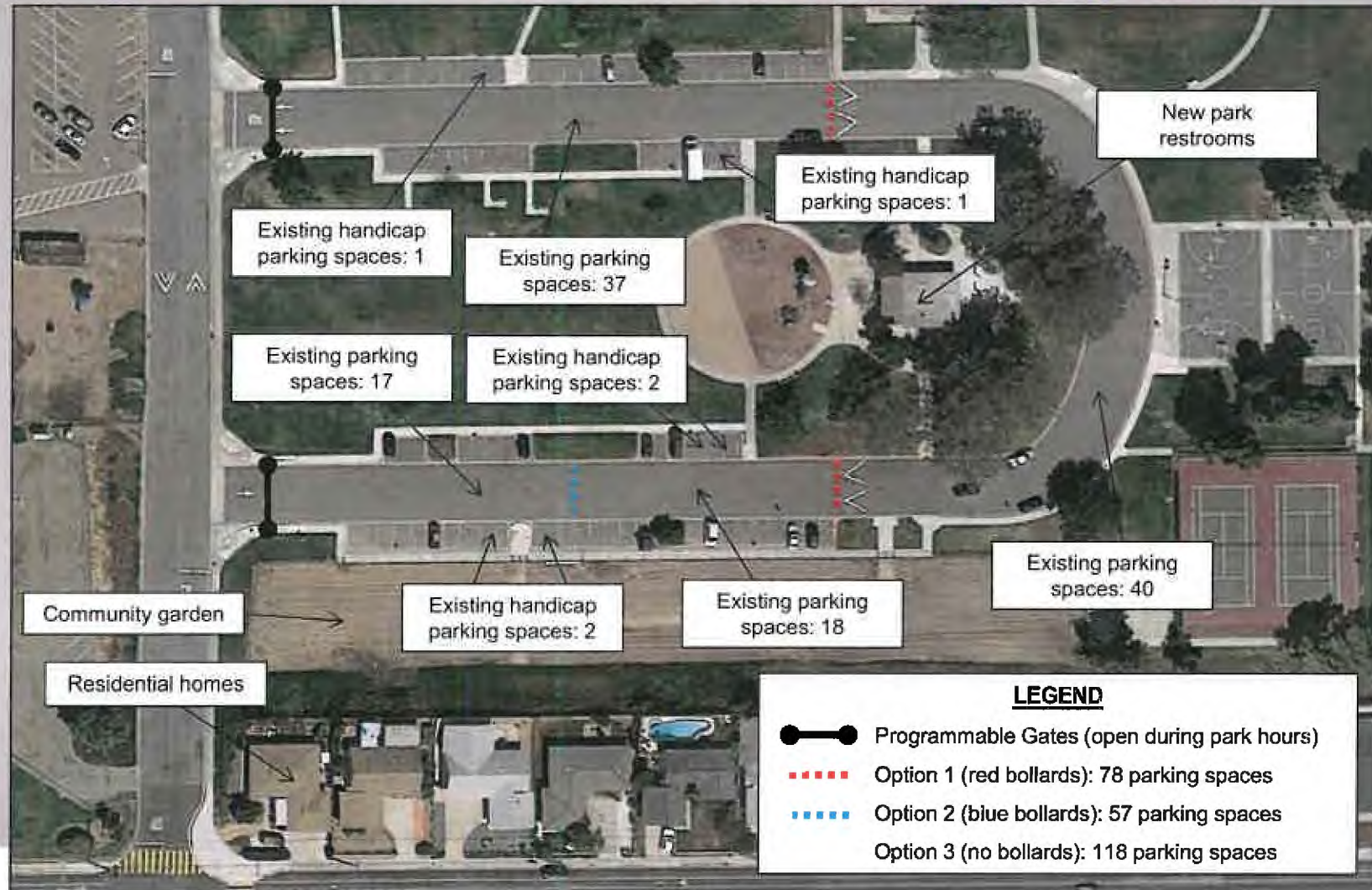
1. Presentation

El Toyon Park Improvements

- Public outreach for El Toyon Park Improvements started in Fall 2013
 - Neighborhood Council meetings, City Council meetings, “one-on-one” meetings with residents
- Residents requested opening the gates on weekends to allow for public parking in the park
- A handful of residents living on E. 4th Street adjacent to the park expressed opposition to opening the gates on weekends
 - Noise
 - Criminal Activities
- City Council awarded construction contract in September 2015 to install new park restrooms, public safety cameras and programmable gates to allow for public parking in the park on weekends – programmable gates have been installed
- Park hours per City Ordinance are 7:00am to 9:00pm daily
- Gates currently closed from 4:00pm to 7:00am Monday through Thursday and from 4:00pm Thursday through 7:00am Monday

City Council Meeting – August 16, 2016

El Toyon Park – Parking Options



City Council Meeting – August 16, 2016

El Toyon Park – Parking Options

- Option 1 (Place Bollards at “horseshoe”)
 - Allows for paved play area for children
 - Loss of 40 parking spaces
- Option 2 (Place Bollards at “horseshoe” for north leg and further west for south leg)
 - Less vehicles in proximity to residential homes
 - Less accessible parking for community garden
 - Loss of 61 parking spaces
 - Would require conversion of 2 parking spaces to allow for 1 van accessible handicap parking space
- Option 3 (No Bollards)
 - Maintains 118 parking spaces for public access to park
 - More vehicles in proximity to residential homes
- All Options - gates to remain open during park hours

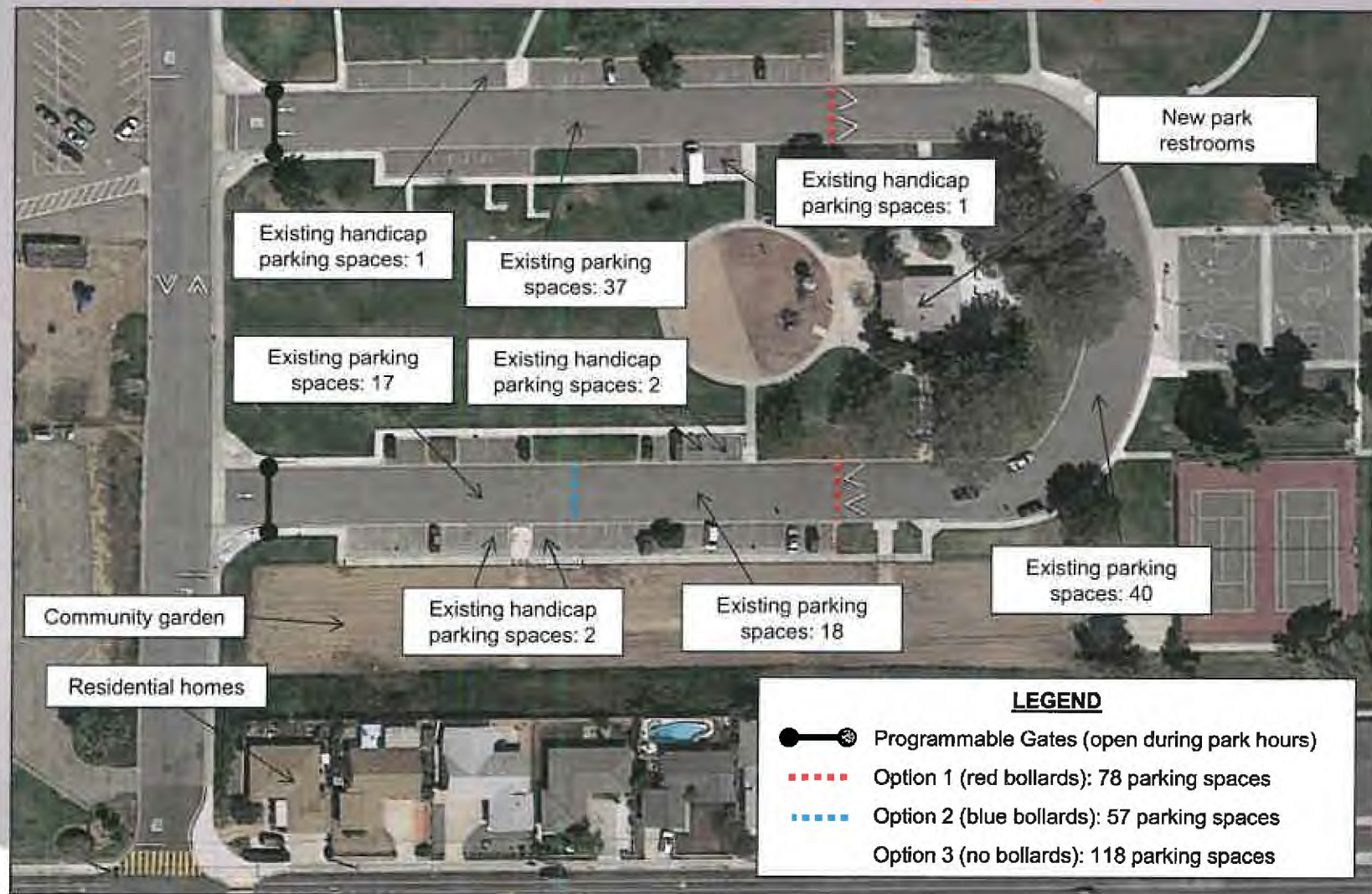
City Council Meeting – August 16, 2016

El Toyon Park – Parking Options

- Staff is seeking City Council direction
- If City Council directs staff to install bollards, planter boxes could be used as an alternative; maintenance could be provided as part of the Community Garden project

City Council Meeting – August 16, 2016

El Toyon Park – Parking Options



City Council Meeting – August 16, 2016